

Paint Ball, Zip Line, Waiver and Release of Liability

**** Between ****

Frontier Contracting Inc.

Pinion Flats Camp, Zip Line, Paintball Area, and Any other Activities At Our Campground
17921 Rd. 25 Dolores, Colorado 81323
970-882-4662 /Cell 970-739-4662 /Fax 970-882-2301

**** And the undersigned ****

NAME (First & Last) _____ Today's Date: _____

***** PLEASE READ THE FOLLOWING *****

This is an agreement between "you" (the participant, and your heirs, executors, personal representatives, successors, spouse, and assigns) and "us" (Frontier Contracting Inc., its owners, officers, employees, agents, and volunteers, as well as any builders, manufacturers, sellers, or landlords of the facilities or equipment). You wish to participate in our ZipLine, Paintball games now and in the future. You agree that whenever you are at our paintball facility:

Waiver and Release of Liability AGREEMENT

- Risks of Participation.** You understand that participation involves physical activity that could result in serious injury, blindness, or death. Some of these risks of injury include physical contact with other players, contact with the course's objects, heat stroke, tripping, or injuries from being shot by paintballs. You will assume all risks of injury.
- Waiver.** You release and discharge us from any liability for losses which may arise out of your participation at our paintball facility caused by our negligence or any other cause. You have health insurance with and you understand that they are responsible if you are injured and require medical treatment.
- Medical and Physical Problems.** You will inform the staff if you are not fully qualified to participate safely for any reason.
- Indemnity Agreement.** You will indemnify, hold harmless, and defend us from any claims or suits made by anyone arising out of your activity at our paintball facility, including all expenses and attorney fees thereby incurred by us.
- Code of Conduct.** You will play at our ZipLine, paintball facility according to the posted rules or instructions given to you by any staff member. You will always wear your mask when in the playing zone. You accept full responsibility for any damage you cause to our equipment or property. You will report any injury you sustain before leaving our property.
- You have read and understand this agreement and waiver.** If you are under 18 years old, you have discussed the contents of this document with your parent or legal guardian and they have signed the bottom of this form and have permission to participate in this activity.
- Rental of Equipment** from Frontier Contracting **Does Not prove or imply that Frontier Contracting is Liable for Damages!**

EQUIPMENT RENTAL AGREEMENT FORM

I, the undersigned, am renting the equipment listed on this sheet AS IS, in order to participate in paintball games at Pinion Flats.

I understand that while the equipment is in my possession,

I AM SOLELY RESPONSIBLE FOR THE EQUIPMENT RENTED TO ME. I agree that any equipment lost, broken, stolen or damaged in any other way or manner at any time, while signed out, rented or loaned to me, for or in my name will be immediately paid for in cash or with a credit card at full replacement cost, as soon as the item is lost, stolen, broken or damaged. As a sign of good faith I hereby promise to take care of all rented equipment and to use rented equipment ONLY in a manner consistent in which it was intended for. I promise to return all rented equipment in good or same condition prior to leaving this facility. I am providing Pinion Flats a valid drivers license or a valid credit card, which Pinion Flats may retain as long as necessary until ALL INDIVIDUAL OR GROUP EQUIPMENT IS RETURNED AND ACCOUNTED FOR. I further authorize Pinion Flats to charge my credit card for the replacement costs of the items plus other fees incurred such as, but not limited to: shipping, handling, phone charges, etc. If equipment is taken from the field area there will be a Deposit of \$40.00 or more depending on what equipment is rented until it is returned, then the Deposit will be returned or used to compensate for breakage or damage of the equipment!

All participants are issued a marker with ball hopper, face-mask/goggles, barrel plug or Cover and Air tank. (Optional arm band)

FILL OUT CAREFULLY & COMPLETELY USING BLOCK LETTERS:

NAME (First & Last) _____

ADDRESS (street, city, state, zip) _____

YOUR PHONE # _____ EMAIL ADDRESS _____

Can We Add you to our Email List? _____

SEX: MALE ___ FEMALE ___ AGE _____ DATE OF BIRTH (Month) (Day) (Year) _____

EQUIPMENT RENTAL BREAKAGE INSURANCE AT OUR FIELD--\$1.00 (Y/N)_____ (Not Refundable!)

BY SIGNING YOU AGREE AND HAVE READ THE ABOVE AGREEMENT

****Signature of Participant:** _____

EMERGENCY CONTACT: _____ CONTACT PHONE# _____

Parent/Guardian Agreement and Waiver I am the parent or legal guardian of this participant listed above. I agree that my child may participate in this activity and that my child and I will both be bound by this agreement's terms.

****Signature of Parent/Guardian:** _____ Relationship _____ Date: _____

FILL THIS AREA ONLY IF YOU ARE TAKING EQUIPEMENT OFF OUR PROPERTY

Drivers License# or Credit Card: _____ MC VISA AMEX DISC

RENTAL BREAKAGE INSURANCE--\$5.00 _____ (Not Refundable!)

Date Out: _____ Date Back: _____

MARKER SERIAL # _____ TANK# _____ HOPPER# _____ FACEMASK# _____

GUN PACKAGE _____ PRICE _____ INSURANCE _____ PAINTBALLS _____ TOTAL _____