

WAIVER OF LIABILITY

APPLICATION TO PLAY OR OBSERVE AIRSOFT / WAIVER OF LIABILITY / AGREEMENT TO CONDITIONS AND RULES AT MERRILL DUNES ADVENTURE INC. PAINTBALL FACILITIES LOCATED ON NORTH 1/2 OF SE33-35-6 West of the third meridian. THIS IS A LEGALLY BINDING DOCUMENT THAT CONSISTS OF 48 POINTS. PLEASE READ IT CAREFULLY. Note Points #38 to #48.

Phone: (306) 382-2728 / Fax: (306) 382-5465 / www.MerrillDunes.com / E-Mail: Paintball@dunesAdventure.com / Mailing Address: Box 6001, Saskatoon, SK. S7K 4E4 / Property Owners: G.C. & M. E. Manning / Field Operator: G. C. Manning.

If you do not understand any part of this waiver, you should consult an attorney before you sign. Not only is it a legal document, but it is also a valuable checklist to identify hazards that you may not have thought of.

1. I am at least 18 years of age / or a parent or guardian will read, and sign this document. 2. I understand that I may be injured while playing airsoft. 3. I understand that even if all the safety rules are followed, that airsoft is an inherently dangerous sport. I freely and voluntarily accept the risk of injury from participation in airsoft and / or being a spectator. 4. I understand that serious and permanent eye injury, including loss of eye sight, can occur if I do not wear an approved eye protection in any area where airsoft guns may be intentionally or accidentally discharged. I agree to never remove my safety glasses under any circumstances while I am on the playing field or at any other area where I may be struck by projectiles. 5. I understand that, although the field operator and the staff will attempt to enforce safety and playing rules, I may be injured because other persons did not follow the rules. 6. I understand that I will be exposed to risks and hazards while on these premises. I freely and voluntarily acknowledge these risks and hazards and nonetheless wish to play airsoft and / or enter onto these premises. 7. I understand that playing airsoft involves risks, which include but are not limited to the risk of injury from being hit by BB's, injuries from possible malfunction of equipment used in the game, and injury from falling from or over natural or manmade structures or obstacles on the game fields. 8. I am aware that other potential hazards associated with this airsoft field are poisonous plants and insect bites. 9. I am aware that playing airsoft at night has the added risk of increased chances of tripping and increased risk of running into obstructions, both with associated injury risk. 10. I certify that I am in good health and that I do not have a heart condition, ailment or condition which could be worsened or cause me injury, illness, or death as a result of exertion involved in playing airsoft. I understand that I am responsible for consulting a physician before playing airsoft, which is a very strenuous sport. 11. I am aware that emergency medical help may not be immediately available due to the somewhat remote location of the field. 12. As a condition of playing airsoft on these premises and / or to be allowed on these premises, I knowingly and voluntarily waive my legal rights that I may have against the field operators, their employees, game organizers, the land owners, and the equipment manufactures and distributors. 13. I agree to hold harmless each and all of the above parties, and to indemnify each and all parties against any and all claims, actions, suits, costs, expenses (including legal fees), damages, and liabilities arising out of, connected with, or resulting from my playing airsoft. 14. I understand that I must sign this Waiver / Agreement as a condition of being allowed on these premises and / or to play airsoft. 15. I understand that I am fully liable and financially responsible for the equipment issued /rented to me. I also understand that I am financially responsible to the field operators for the loss or damage of any such issued / rented equipment, structures or property of the field operators.

MERRILL DUNES ADVENTURE FACILITY SAFETY RULES

16. Never fire at a person who does not have his eye protection fully in place or who is not prepared to be hit. 17. No continued shooting at a player who clearly wants to surrender. 18. Never put any sort of projectile in a airsoft gun except a conventional 6mm BB that is not altered in any way. 19. No gun used at the field can be set to shoot at more than the established game limits. 20. Eye protection must be kept on at all times when outside of the Safe Zone whenever there is any chance of projectiles being discharged in the area. 21. Guns must have barrel plugs installed prior to being brought into the Safe Zone and at any time when the gun is not in actual use. 22. When a player wishes to drop out of play, the barrel plug must be put in the barrel and the gun must be held with the muzzle upwards. 23. Any service to a gun that requires removal of the barrel plug must be done outside the Safe Zone, with eye protection in place. 24. No shooting at wild life or livestock. 25. No shooting at cars, whether moving or when sitting in parking area. 26. No physical contact with other players or potentially damaging actions toward other players. 27. No alcohol or drugs allowed on the premises without permission. 28. No smoking on field or use of lighters or matches except in the designated area in the Safe Zone. 29. No potentially dangerous gear. No types of pyrotechnics or explosives are allowed. All personal equipment must be approved by the game site operator and conform to the normal standards of the airsoft industry. 30. Marshal decisions are final. No players will be allowed to argue with any Marshal / referee. 31. All players must follow all safety rules without exception. Any violation of these rules may result in that player being ejected from play.

32. I understand and agree to abide by each and every safety rule. 33. I agree that this document will be valid on date of signing and for 12 months thereafter. 34. I understand and agree that this Waiver and Agreement is binding on me, my estate, my heirs, my representatives and my assigns. I intend to be bound by this Waiver and Agreement. 35. I have read each and every item on this Waiver/Agreement. 36. I understand each and every item on this Waiver / Agreement. 37. I agree to abide by the terms of this Waiver / Agreement.

(The following points may require a written response. All relevant spaces below must be completed.)

38. I agree to allow my photograph to be used in promotional material and on the Merrill Dunes and website

***39. _____
Player's/Observer's Name (print)

***40. _____
Player's / Observer's Signature (for those 18 yrs and older)

***41. _____
Telephone #

42. _____, 20_____
Date Waiver / Agreement is signed

The section below is for situations where the player / observer is under the age of 18 years.

43. Consent of Parent or Guardian

I, (print clearly) _____, parent and/or guardian of said Player/Observer, minor, have read and hereby do agree both on behalf of myself and said Player/Observer and his and my heirs, assigns and legal representatives, to all of the above Waiver/Agreement. I understand that by making this Waiver/Agreement I surrender valuable rights. I do so freely and voluntarily.

44. Date of birth of player, if under 18 years of age _____, _____, _____
YY MM DD

45. _____
Phone # of Parent or Guardian

46. _____
Address

47. _____
Signature

48. _____, 20_____
Date that Waiver / Agreement is signed