

SPECIALTY INSURANCE LLC

Industry Insurance Programs

Engler Paintball LLC

Db a Command Decisions Wargame Center = CDWC

Phone: (828) 495-4155

RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK

READ BEFORE SIGNING

IN CONSIDERATION of being permitted to participate in any Paintball and/or Airsoft activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that:

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Paintball and/or Airsoft equipment and my participation in Paintball and/or Airsoft activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **CDWC**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **CDWC**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **CDWC** and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage (including, but not limited to, arising out of the actual or alleged transmission of a communicable disease), wrongful death, loss of services or otherwise which may arise out of my use of Paintball and/or Airsoft equipment or my participation in Paintball and/or Airsoft activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **CDWC**. This Waiver is good through **12/1/2023**.

MEDICAL PERMISSION AUTHORIZATION

If the participant is of minority age, the undersigned parent or guardian hereby gives permission for **CDWC** to authorize emergency medical treatment as may be deemed necessary for the child named below while participating in Paintball and/or Airsoft games.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE CDWC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Print Name Age Date of Birth Phone

Signature Address City, State Zip

Signature of Parent/Guardian (if less than 18 years old) E-mail

Date: _____

CDWC 2022-2023 FIELD SAFETY RULES

PLAYERS MUST BE 10 YEARS OLD TO PLAY ON THIS FIELD. All players must read and agree to follow all player safety rules, field safety guidelines, and sign the waiver of liability and hold harmless agreement prior to participation in any paintball or airsoft activities without exception. Any violation of the safety rules will result in mandatory ejection from the field and/or premises. Play nice or go home.

1. **SAFETY GOGGLES** must be worn by anyone in the playing field and chronograph/target range at all time. Only ASTM Goggle systems specifically approved for paintball that provide full face and ear protection, or full seal ASTM goggles for airsoft are allowed. **Airsoft players under the age of 18 must wear full face protection. Modifications to goggles that compromise coverage of face, or durability of mask, are strictly prohibited.**
2. **INJURIES**, either from accidents or from play or dangers as found on the property must be reported to staff immediately. The staff has been trained in first aid and takes your safety very seriously.
3. **NO SHOOTING** anything other than .68 caliber paintballs or 6mm Airsoft bbs. No shooting in any areas other than the designated playing field and/or target range. No shooting into or out of the registration area, neutral zones or parking areas. Markers may only be discharged on the active field of play or target range. No shooting at wildlife, dumpsters, automobiles, porta-johns, etc. Blind shooting, that is shooting your marker without having a visual on your impact, is prohibited. **DO NOT PICK UP PAINTBALLS FROM THE GROUND AND SHOOT OUT OF RENTAL MARKERS!**
4. **ALL MARKERS MUST BE UNMODIFIED AND MUST BE CHRONOGRAPHED** at 280 Feet per Second (FPS) maximum (paintball) using the paint the player will be using on the field. There is a 13 ball per second limit for paintball. For airsoft, using .20 gram bbs, 400 FPS and for .25g bbs, the limit is 370 FPS. Velocity must be checked by a referee or staff member before play. Your marker may be checked at random during the course of the day, even during play.
5. **REFEREE & JUDGES' DECISIONS ARE FINAL.** Players or spectators will not be allowed to argue with the referees or staff under any circumstances. Interfering with the ref or staff duties will result in expulsion.
6. **BARREL BLOCKING DEVICES** (barrel sleeves or socks only) must be **installed at all times** anywhere on the property other than the designated playing field and target range. Barrel blocking devices must be specifically designed and manufactured for paintball markers. **We do not allow barrel plugs on this field.**
7. **NO CLIMBING** of trees, vehicles, or any structure 4' or higher. Castles, forts, or towers must be clearly marked in the field of play and meet our safety guidelines. No jumping from towers or any structure.
8. **NO PHYSICAL CONTACT** with other players except for silent eliminations (hand tag on opposing player). Fighting or any aggressive physical contact will result in law enforcement being called. **Allow players within 20 feet the opportunity to call themselves out to avoid close shots.** Physical contact on bunkers with orange diamonds equates to elimination for those inside.
9. **NO ALCOHOL OR ILLEGAL DRUGS** are allowed on the premises. Anyone engaging in these activities or who is impaired will be ejected from the field. Repeat violators will be banned from the facility permanently. Law enforcement may be called.
10. **NO VERBAL ABUSE**, profanity, threats, name-calling, or slurs against anyone's race, religion, sex, creed, disability, national origin, or family members and friends will be tolerated. Cheating, overshooting or unsportsmanlike conduct will not be tolerated and will result in your expulsion.
11. **NO UNAUTHORIZED EQUIPMENT** or potentially dangerous gear is allowed. All firearms, knives, machetes, explosives, flares, pyrotechnics, hot burning smokes, fill stations, etc. are strictly prohibited. There will be no filling of CO2 or high pressure tanks by anyone but trained CDWC staff. The field operator must approve all non-standard equipment allowed on the premises, including launchers, mines, and moving tanks.
12. **MODIFICATIONS ARE PROHIBITED** Players are not allowed to modify safety goggles, rental markers, bunkers, or any property on the premises. Doing so constitutes vandalism and will be treated as such.
13. **SPECTATORS** must complete waivers prior to entering the field and are required to wear safety goggles unless they remain a minimum of fifteen feet behind the safety netting at all times. Spectators are also expected to abide by the same safety rules as any other player.
14. **PERSONAL PROPERTY** is the exclusive responsibility of players, guests and spectators. **CDWC assumes no liability for lost, missing, damaged or stolen items.** Lock up your valuables or leave them at home.

Please deposit your trash in appropriate receptacles. Thank you for coming to CDWC