# LOW IMPACT PAINTBALL 2019



TE <sup>™</sup> HULLPAINTBALL.CO.UK <sup>™</sup> mption of risk , pre- play agreement form for daytime and evening games HULL PAINTBALL SITE PARENTAL INFORMED CONSENT, WAVIER OF LIABILITY AND ASSUMP WOOLABALL PAINTBALL/HULLPAINTBALL.CO.UK SITE ADDRESS: NORTHEND ROAD, OTTRINGHAM, HU12 0BJ FOR THE PURPOSE OF THIS FORM WOOLABALL PAINTBALL DOES ADVERTISE AS HULL PAINTBALL.CO.UK

# I UNDERSTAND I WILL NOT ENTER THE SITE WITHOUT PERMISSION OR ESCORT-

mob; 07974630094 - 07933656064

PROFILE FOOTWEAR MAY PROVIDE A GREATER INCIDENCE OF RISK OF INJURY AND B CHALLENGED (BUT WILL BE NOTED ) HOWEVER ANY INJURY OR ACCIDENT MAY CONSTITUT PPERY /FROSTY GROUND CONDITIONS. CUSTOMER CHOICE OF FOOTWEAR WILL NOT BE PLAYER/S , PLAYERS PARENTS/LEGAL GUARDIANS, SPECTATORS OR VISITORS.

## MINIMUM AGE IS 7 YEARS OLD

DEFINTION OF AGREEMENT – PAGE 1 AND 2 (THE WHOLE DOCUMENT) This document does not authorize/ grant access onto the site.

DEFINTION; THE SITE means WOOLABALL<sup>TM</sup> / HULLPAINTBALLSITE<sup>TM</sup>/HULL PAINTBALL.CO.UK<sup>TM</sup> . MARSHALS/SITE STAFF are the same.

Dear Parent/Guardian. WOOLABALL<sup>TM</sup> / HULL PAINTBALL.CO.UK<sup>TM</sup> treats the health and safety of all participants as a priority.

A child is any person under the age of 18 years of age. We would be grateful if you would, read, complete, agree and sign the consent form below.

This form must accompany your child and be handed in on arrival at the site or your child will be refused entry onto the site - NO FORM NO PLAY

### DECLARATION OF POTENTIAL RISK AND SITE DESCRIPTION

I understand that low impact paintball is an outdoor, all weather active sporting game involving target shooting and the elimination of opponents v.i.a the firing/shooting of paintballs from a paintball gun. A paintball is a round, thin-skinned gelatine capsule with coloured non-toxic liquid inside it. I recognise that there are potential hazards on site; fallen trees and branches, wildlife, vermin, insects, pollen , dust, wild animal/bird faeces and carcases, biting and stinging insects, uneven/slippery ground, tripping/slipping hazards, wooden barricades, 1 meter high elevated shooting platforms and towers, low entry /exit points, entry/exit steps and foot ramps, restrictive head height areas, obstacles, deep ditch (cordoned off), overhead power cables, potential exposure to overspray from neighbouring farms, bio loo, standing water and muddy areas during wet weather, During cold weather the play surface may become frozen and hard, nettles and thistles, undetected burrows/scrapings from burrowing animals/wild fowl etc and that paintballs fired from guns may bruise, break the skin and cause raised swelling.

The site terrain comprises of an uneven grass area (grass height 1 inch - 4 ft ) with small/large tufts of grass protruding above ground level, nettles, thistles, young trees, wooden barricades, towers, forts, pill boxes, tunnels, sheds, tanks, landing craft, bails (round) and other miscellaneous barricades note; . I understand the play area has a varying terrain, that this terrain and all ground conditions, surfaces/flooring may become muddy and slippery during wet & frozen weather conditions, and hard during cold, frozen, hot weather and possess tripping hazards.

Our site is not a mown, level grass area similar to golf course or football pitch. The site structures are of timber construction, the terrain (as stated above) and nature of the game means there is a 'possibility' of superficial injuries eg /cuts / britising etc /splinters/abrasions, 'in extreme/rare circumstances' soft tissue, sprain injuries and in extreme cases bone breakages, eye, ear, head, facial injuries, paralysis, disablement and possible death, hence the reason to wear the issued paintball safety goggles & play gear, correct footwear and to adhere to the site rules to limit the risk. Failure to wear safety goggles means there is a high risk of sustaining facial and eye injury, trauma or blindness. All the above potential risks are associated with playing paintball and I consider myself fully informed and I fully accept all the risks and hereby absolve THE SITE their servants and agents in respect of personal injury or death, any damage to property or goods howsoever this may arise or be caused. save where caused by the proven negligence of THE SITE their servants and agents.

I understand my statuary rights are not affected. That paintball played in poor light or floodlight conditions does pose a greater risk of the aforementioned including the additional risks of bodily collision with barricades and other players, injury and accidental close in shooting. Playing paintball under floodlights may create dark spots and shadows that may conceal all the aforementioned hazards and risks.

I have instructed my child to conform to all safety rules in force on the site, the safety induction and in this informed consent/ pre – play agreement. In particular the wearing of safety equipment which is issued on site and not to leap or jump from any tower, shooting platform or stepped, elevated off the ground barricade of any shape or form and to obey all the marshals safety rules and

I confirm that I am 18 years of age or over and the legal parent / guardian of the below. By signing this document I hereby give my consent and permission for my child to use the facilities of THE SITE and that I am bound by the terms and conditions of this agreement.

PLEASE NOTE; persistent violation of our safety regulations i.e lifting of safety goggles will result in exclusion of the offending player/s from the site.

THE SITE TM their servants and agents reserve the right to refuse entry. All players must be 8 years old or older and identification may be requested on arrival for proof of age.

LUNDERSTAND THAT; THE WORDING OF THIS INFORMED CONSENT MAY BE UPDATED & CHANGED PERIODICALLY BY THE SITE - I MUST MAKE SURE THE INFORMED CONSENT I SIGN IS THE

CURRENT UPTO DATE VERSION. ( CHECK THE DATE TOP)
THIS FORM IS AN INFORMED CONSENT, WAVIER OF LIABILITY AND ASSUMPTION OF RISK , PRE- PLAY AGREEMENT – ALL CHILDREN UNDER THE AGE OF 18 YEARS

MUST HAVE PARENTAL CONSENT TO PLAY
PAGE 1 AND 2 ARE THE SAME AGREEMENT. BY SUBMITING JUST PAGE 2 CONFIRMS YOU HAVE RECEIVED, READ AND AGREE TO THE TERMS AND CONDITIONS ON BOTH PAGE 1 & 2 OF THE FULL AGREEMENT.

OUR CURRENT MINIMUM AGE IS 7 YEARS OLD, (physically and mentally mature players younger than 7 may be permitted to play subject to written permission from THE SITE

LOW IMPACT PAINTBALL JT Splat Master, Gotcha or similar marker/gun is a low impact product that shoots .50cal (0.50 inch) paintball colour filled round Ammo resulting in a Splat. The paintball is 100% biodegradable. Non toxic, resists stains, and easily washes away with water (manufacturers statement). The spring-loaded, pump action gun can

shoot up to 100+ feet and have marksman accuracy up to 50 feet. Safe, fun, accurate: <u>Danger</u>; Although the danger is minimal the risk exists. <u>Speed</u>; Low impact paintballs can shoot up to 100+ feet, at a velocity of 110-140 feet persecond. (normal paintball 280 feet per second ) Height; The highest access -floor to height standing platform is 4ft/one meter – however participants for Low impact paintball under the age of 11 years can only use off ground barricades/towers with the game mangers permission. Physical exertion; Depending upon your style of play, paintball can involve running, sprinting, crawling, climbing, jumping& walking. [alternatively you can stay still and shoot] Highly specialised gear to play; Protective goggles (mandatory), specially designed for paintball.

This document must accompany your child on the day of play. A child is anyone under the age of 18 years.

Players will be issued the following play gear 1. Goggles that provide Eye, ear and face protection (mandatory)note: Goggles do not provide protection for the neck, back/top of head. 2. Body protection (optional), Suitable footwear and gloves are the responsibility of the player/parent. All players must have their arms and covered - no bare skin, no T shirts, shorts, 3/4 pants. Optional equipment will be issued subject to availability. Paintball paint may cause damage and staining to clothing and footwear.

Safety play gear does not provide 100% protection from risk of injury.

Any player or groups with players under 14 years must be accompanied by a parent/guardian/nominated adult. Adult supervision is mandatory for all female children are on site.

As the parent or legal guardian, it is my responsibility to ensure that I and my child comply fully to this agreement

I assume the risks, obligations and consequences for my child not wearing appropriate footwear applicable to the weather conditions, site terrain and associated with playing paintball. Any injury sustained may be deemed as contributory negligence of my part. Examples of suitable footwear for; Extremely wet/muddy ground; strong boots/waterproof boots with good tread or studded footwear. Wet soft ground; Studded footwear, good tread, sturdy construction with ankle support, Dry/hard ground; Good tread, sturdy construction with ankle support. Frozen ground; very good tread (non-slip ice cleats/grippers optional -no spikes), sturdy construction with ankle support.

That wearing appropriate footwear does not wholly eliminate the risk of slipping, tripping, falling over or injury.

The game is physically and mentally intense and may require extreme exertion to play. ( you must make the marshal/game manager aware if your child uses any medical aid/prescription or suffers from any old, new or existing including muscle, tendon, ligament injury or joint instability or any mental /physical/special needs/ behavioural condition that may jeopardise, compromise the safety of other players, site staff or the ability of site staff to manage the paintball session. That failure to disclose may be deemed as contributory negligence on your part and subject you to potential legal and criminal repercussions. You must inform the organiser and confirm on this form in any additional information any of the above.

The nature of the game / activity means that there is a possibility of injury to my child and others.

The game can be dangerous if not played in accordance with the stated site/game rules, which will be explained to my child before play is commenced.

Failure of my child to fully comply with the site and game rules will be deemed as contributory negligence of mine and my child's part.

A copy of the site rules will be posted.

All players & non players & organiser will be required to voluntary sign a declaration that confirms they understand the site rules and safety induction in order to play.

The need for my child to wear goggles for their own safety and protection, unless instructed by a marshal I have instructed my child not under any circumstances to remove their goggles without the marshal's permission, when in the play area or armoury. That any injury received while not wearing goggles could be deemed as contributory negligence on my child's part and subsequently myself. Been shot by a paintball can hurt/sting/cause pain and that paintballs can cause bruising, break or cut the skin and cause raised swelling in extreme cases eye, face, head and ear injuries

I will explain the following to my child/s 1. No paintball guns/markers are allowed in the safe zone. 2 Physical contact is strictly forbidden.3. Goggles to be worn in armoury & play area 4. No guns in safe zone 5. Strictly no climbing- feet must stay in contact with the floor unless permission is given from the marshal 6. Do not shoot other players closer than 3 meters 7. Do not shoot players in the head/face/neck/groin 8. Obey the marshals.

Should my child be unsure of any of the site induction or game rules I have instructed him/her to seek clarification before play.

The site will not accept responsibility for valuables damaged or lost on site, that personal property is the sole responsibility of the owner.

My child is responsible and liable for any ill health caused by their own poor hygiene, & food and drink that is consumed on the THE SITE. Food sold / delivered/provided to customers of THE SITE is by independent trading catering companies and I understand liability rests with the food service provider. THE SITE do not sell freshly prepared food, Only chocolate, pot noodle, pot rice, other similar food stuffs and drinks are available from THE SITE.

No photographs can be taken of the site or other players without written permission of THE SITE

On behalf of the organiser THE SITE may be commissioned by the organiser to take commemorative photographic images

THE SITE may take photographs for promotional purposes whilst players are wearing goggles this is to ensure confidentiality and child protection.

That I may be sent vouchers /tokens/email communications by THE SITE.

It is my responsibility to inform my child and the organiser or THE SITE if I wish to cap / limit the expenditure for paintballs & sundries for my child- please use any additional information.

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## HULL PAINTBALL SITE/HULLPAINTBALL.CO.UK

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None payment of my child's bill will result in the Organiser been held liable for payment or my debt been passed onto a Debt collection agency.

Users of the car park do so at their own risk, THE SITE do not accept responsibility for damage, loss or accident to vehicles.

I should use the additional information section for any other information that may be applicable.

Playing paintball in poor light or floodlight conditions does effect visibility and pose A GREATER potential risk of tripping, collision with barricades and players, slipping, accidental violation of the safe shooting distance of 3 meters /point blank shooting and injury. I have instructed my child to exercise/use INCREASED AWARENESS, VIGILANCE AND COMPLIANCE TO THE SITE AND GAME RULES during floodlight / poor light games. When in doubt I have instructed my child not to subject them self or others to any potential risk or injury by entering any dark spots and shadows that may conceal all the aforementioned hazards and risks, that doing so may be deemed as contributory negligence on mine and my child's part.

Smoke pyrotechnics (smoke bombs) are occasionally used by players over the age of 18 years and by marshals to enhance the games and scenarios - smoke may irritate or cause problems to people with breathing difficulties. We advise you to inform your child/s to exit the area or leave the game if applicable.

Players are permitted to sit out and walk out of any games they want.

Due to the nature of the game all players regardless of age 'may' use bad language - that site staff will request players to refrain from using bad language.

Due to the nature of the game on very rare occasions temper may flare - the site staff will do all they can to calm and defuse the situation, in extreme cases expel the culprits off the site. The police. may be called if a situation progresses.

That all human impulsive, reactionary, knee jerk, emotions, reactions, any form of behaviour anti-social or otherwise is completely beyond the control and influence of the site staff or THE SITE. WOOLABALLTM / HULL PAINTBALL.CO.UKTM /HULL PAINTBALL SITETM/HULL PAINTBALL is not be confused with any other business using Hull Paintball as an alias or promotional purpose -when in doubt contact the business directly for clarification. We are the only paintball site with a HULL postcode

understand no personal drugs or alcohol are permitted on the site or any person under the influence of drugs or alcohol. Legal medication is permitted.

The coverage provided by our insurance policy excludes any liability and or indemnity in respect of liability arising from and/or caused by one participant to another participant and/or one member to another member. I understand that should my child receive an injury through the negligent actions/ behaviour and failure and reluctance of other players to fully comply with the site induction/rules/marshals' instructions, any legal recourse will need to be directed towards the person/s responsible for the wrongdoing. If parents wish to take out personal accident cover with respect to their child/children, then they must make their own arrangements.

That as a parent/legal guardian you are legally responsible for the safety of your child/dependent.

That there is a rare possibility paintballs may stain personal clothing.

Players under the age of 11 cannot climb into the towers or elevated platforms without permission of the game manager, their feet must stay in contact with the ground at all times. It is your responsibility to ensure your child/s understands and complies to this rule.

The marshals will try their best to police and ensure full compliance to the site and game games rules. That it is physically impossible to monitor and supervise every player on a one to one basis. That any player can make a free, voluntary, premeditated decision to break the game rules, that paintballs travel at a speed of 110-140 feet persecond thus THE SITE cannot guarantee 100% full compliance of all players to the site rules. Compliance to the site rules is dependent upon the willingness, good sense and sportsmanship of players. Violators and repeat violators of the site rules will be temporarily or permanently prohibited from further participation and in extreme circumstance may result in expulsion from the site (children will not be expelled from the site without adult or parental supervision)

I WILL NOT MAKE ANY FALSE REPRESENTATIONS ON THIS FORM

MY CHILD IS PHYSICALLY/MENTALLY/MEDICALLY FIT AND ABLE TO FULLY UNDERTAKE THE PHYSICALLY DEMANDING ACTIVITIES INVOLVED IN PLAYING PAINTBALL AT THE SITE MY CHILD HAS NO PHYSICAL/MENTAL/MEDICAL CONDITION THAT WOULD BE AGGRAVATED BY PLAYING PAINTBALL OR PREVENT HIM/HER FROM PLAYING PAINTBALL OR PROCEEDING ONTO THE SITE AS A SPECTATOR/VISITOR. MY CHILD MUST ATTEND AND BE PRESENT FOR THE SAFETY INDUCTION.

I will ensure my child is accompanied with any medication applicable bearing in mind the aforementioned above.

I am fully aware of the hazards stated above and accept the risks to my child involved in the activities of paintball &THE SITE and the additional risks of playing under floodlights/poor light. I have instructed my child not under any circumstances to purposely shoot anyone in the head, face, neck or groin, or closer than 3 meters.

I have instructed my child to fully comply with all the rules of THE SITE and use the equipment and methods as instructed by the owner, marshals, site staff or representatives of the owner however communicated. so not as to injure others or them self.

I have explained and instructed my child if they are spectators or visitors to the site to obey all the conditions and rules of this agreement and the site rules. That my child must not stray out of the safe

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I agree to fully absolve all liability against THE SITE should my child receive an injury through the negligent actions/ behaviour and failure and reluctance of other players to fully comply with the site induction/rules/marshals instructions, my legal recourse and pursuit of damages, compensation or criminal prosecution will be directed towards the person/s /parent/legal guardian responsible for

I will not hold the site responsible for Paintball paint damage and staining to clothing and footwear.

I will inform the organiser in 'additional information' if I do not wish commemorative photographic images that include my child to be taken.

THE SITE do not accept responsibility for the content or use of photographic images taken by customers/organiser/non players

My child is not allergic to any skin contact by felt tip permanent or temporary marker/pens used for player ID- if so I have instructed my child to inform the marshal and use additional information' RELEASE: I hereby agree to indemnify, defend and hold harmless ,waiver, release, remise and forever discharge from any claims and liability what so ever and without limitation THE SITE the owners of the property which the game is played, the owners representatives and any other player in the game who might injure my child during the normal course of the game, for any injury received to my child and any first aid treatment administered. I understand that this informed consent, waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

RENT AND AGREEMENT: I agree that I shall be liable for the as new replacement cost (payable to THE SITE) of all equipment that is issued to my child and is not returned at the end of the days play or is damaged through carelessness, negligence, intentional/unintentional not consistent with normal use.

I have read and fully understand all the terms and conditions of this informed consent/agreement and confirm that I am not relying on any statement or representations by any persons or entity as an

inducement for me to agree to allow my child to fully and voluntarily engage in the activities of THE SITE assuming the risks and obligations stated above and in signing this document. Before leaving the site I agree to pay in person or the organiser in full all costs and charges incurred by my child while using the facilities of THE SITE. I further understand that should I fail to legally discharge any liability incurred by myself/child I shall be liable to administrative and legal costs, interest and bank charges, interest and compensation for debt recovery costs will be charged on overdue invoices using the entitlements provided by the late payment legislation. The credit period commences finish time on the day of your booking.

If applicable I also give my permission for my child to be placed under the safe responsible, supervision of the adult event organiser or their appointed adult child supervisor.

If I am the event Organiser: I agree to ensure that those players in my group fully understand that they will be required to settle their accounts before leaving the site and I will be responsible for the collection and payment of all accounts direct to THE SITE representative including any unpaid accounts or damage or loss of equipment.

All photographic images will be handed over to the organiser. The organiser accepts responsibility for all photographic images.

DECLARATION; I confirm I am a competent individual/parent/legal guardian who has received the necessary information; who has adequately understood the information; and who, after considering the information, has arrived at a decision without having been subjected to coercion, undue influence or inducement, or intimidation to allow my child to engage in the activity of paintball. I confirm i have read and understood page 1 and 2 of this agreement.

I confirm my child does not suffer from any mental /physical/special needs/ behavioural condition that may jeopardise, compromise the safety of other players, site staff or the ability of site staff to manage the paintball session.
PAGE 1AND 2 ARE THE SAME AGREEMENT. BY SUBMITING JUST PAGE 2 CONFIRMS YOU HAVE READ THE FULL AGREMENT AND AGREE WITH THE TERMS AND CONDITIONS ON BOTH PAGE 1 & 2 —

NOTE; ARMS AND LEGS MUST BE COVERED

PLEASE COMPLETE ALL THE AGREEMENT AND PRINT CLEARLY IN CA	APITALS		
(Full name of child)	(Date of birth)	(Telephone no	Date/
(Address)			(Post code)
PARENTAL MANDATORY DECLARATION; S	CHOOL YEAR;	AGE OF CH	IILD; YEARS OLD
Players under 18 years of age must have this form signed by a parent or le	gal guardian – I confirm I am 18	years old or older and the parent of	or legal guardian of the above named child
Parent/legal guardian [name];		Signature	

ORGANISER MANDATORY DECLARATION – ORGANISER NAME	
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I confirm all the above details to be true: ORGANISER SIGNATURE .....

Any additional information ..... Mob; 07974630094 N. WHITELAM 23 HU12 9TA. TRADING AS WOOLABALL PAINTBALL ADVERTISING AS HULL PAINTBALL/HULLPAINTBALL COLUX/HULL PAINTBALL SITE