



WAIVER OF LIABILITY & ASSUMPTION OF RISK – ACTION PARK

DATE: _____

In consideration of being permitted to play the games of ACTION PARK, (hereinafter referred to as the Game), I the undersigned:). I wish to participate in the mention below Activities of Action Park,

- **The Archery - Minimum 10 Years old or above.**
- **Axe Throwing - Minimum 18 Years old or above.**
- **Paintball - Minimum 10 Years old or above.**
- **Crash Room - Minimum 10 Years or Above.**
- **Target Shooting – Minimum 5 Years or Above.**

At **ACTION PARK** at my own risk. I am aware that the activity is **HAZARDOUS**, physically strenuous and involves certain risks. Those risks include but are not limited to; the risk of property damage, serious injury, eye injury paralysis, permanent disability, loss of limbs resulting from my negligence and/or others, malfunction of the equipment and injuries resulting from the throwing instruments (archery or axe equipment's) and/or other participants not using proper safety procedures. In addition, I recognize that archery & axe could result in permanent injury or death. Any and all manner of injury, potential of any temporary or permanent disability, major to minor accident and even possibility of death from the activity and utilization of any equipment and facilities, including but not limited to: slipping, tripping or getting hit by any flying or falling debris, broken smashed items, damaged equipment, removing protective gear and helmet or any other consequences from the related activity.

1. Possible equipment failure and or malfunction of my own or others equipment
2. My own negligence and or the negligence of others, including but not limited to operator error and guide decision
3. Accident or emergency cases where there are no available medical facilities
4. Injuries from shock, stress or other injury
5. Worsening of any existing medical condition.
6. Failure or misuse of any safety gear, helmet, equipment and facility
7. Failure to follow ACTION PARK instructions, guidelines or ask assistance.
8. Cuts, abrasion or any injury from any unnecessary contact or usage of any broken items from the activity or facility within the venue.
9. Hereby certify to **ACTION PARK** that I am in good health and do not suffer from any heart condition or other ailment which could be affected by the exertion involved in playing the Game which could result in injury to myself and others. I am not intoxicated or under the effects of any medication or drugs.
10. Understand that serious injuries include eye injury, including loss of eyesight could occur if the safety mask is not on when paintball shooters may be discharged anywhere near me. Should my safety mask fog up or for any reason such that I cannot see through it properly, I will ask someone on the playing field or in the target area, to lead me out of the area where guns are not allowed. Only then will I remove my safety mask to clean it. I understand that the safety mask is subject to fogging up and getting marked with paint and that if I am anywhere near a paintball shooter as it discharges, and my safety mask is not properly on, I may get seriously and permanently injured;
11. Hereby promise to play the Game only in accordance with the rules of the Game as set forth by **ACTION PARK** (as per the RULES OF THE GAME) and to follow the instructions. If I do not understand, I will ask the management for clarification.
12. Understand that **ACTION PARK** reserves the right to refuse any customer to play the Game who is suspected of being under the influence of alcohol or drugs or for any other reason its sole discretion.
13. Recognize and understand that playing the Game involves risks including, but not limited to, the risk of injury resulting from the impact of the paint pellets used in the Game, injuries resulting from possible malfunction of equipment used in the Game and injuries resulting from tripping falling over obstacles or slipping in the Game playing field.
14. Fully understand such risks but still wish to play the Game and hereby assume the risks of playing the game. I also hereby hold harmless **ACTION PARK** and indemnify them against any and all claims,

action, suits, procedures, costs, expenses (including attorney's fees and Expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game.

15. **ACTION PARK** will not be held responsible for valuables misplaced, lost or stolen on the premises.
16. Agree to use only supplies provided to me by **ACTION PARK** while playing the Game or in the target area.
17. Am fully aware that **ACTION PARK** carries no medical insurance for any participant and that I am solely responsible for securing my own insurance if I so desire.
18. Players will be held liable for damage to any **ACTION PARK** equipment and property.

I have read this waiver of liability and assumption of risk carefully, and understand that by signing below I am agreeing, on behalf of myself, my estate, my heirs, representatives and assigns not to sue **ACTION PARK** or to hold **ACTION PARK** or it's insurers liable for any injury, including death, resulting from my playing the Game. I intend to be fully bound by this Agreement.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY TO YOU. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS RELEASE OF LIABILITY AGREEMENT COVERS ALL ACTION PARK ACTIVITIES OR EVENTS, I PARTICIPATE IN HEREAFTER AT **ACTION PARK**.

I agree that the validity and enforceability of this release of liability and assumption of risk is in respect and governed by the Law and Policies of Dubai, United Arab Emirates. If any portion of this agreement is found to be void, the remaining portion shall remain in full force and effect.

I hereby agree to the above release and acknowledge reading and understanding the referenced RULES OF THE GAME. I have read each and every item of this Waiver, I understand what each item means, and I agree to abide by the terms of this Waiver. This Waiver applies to any ACTION PARK activities, I participate in at present or in the future at **ACTION PARK**

I have had sufficient time to read this agreement and have the full understanding. I have been given fair chance to ask questions and assistance before signing.

By signing this document, I waive respective legal rights including rights to sue or claim compensation as a result of participating in this activity Add a little bit of body text.

IN WITNESS WHERE OF, the undersigned has executed this agreement

1. NAME: _____ **6. NAME:** _____

2. NAME: _____ **7. NAME:** _____

3. NAME: _____ **8. NAME:** _____

4. NAME: _____ **9. NAME:** _____

5. NAME: _____ **10. NAME:** _____

❖ **NAME AND SIGNATURE OF GURANTOR:**

NAME: _____

CONTACT NO: _____

SIGNATURE: _____