

APPLICATION TO PLAY OR OBSERVE PAINTBALL / WAIVER OF LIABILITY / AGREEMENT TO CONDITIONS AND RULES AT MERRILL DUNES ADVENTURE INC. PAINTBALL FACILITIES LOCATED ON NORTH 1/2 OF SE33-35-6 Wof3rd . THIS IS A LEGALLY BINDING DOCUMENT THAT CONSISTS OF 49 POINTS. PLEASE READ IT CAREFULLY. Note Points #39 to #49.

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 paintball. 3. I understand that even if all the safety rules are followed, that paintball is an inherently dangerous sport. I freely and voluntarily accept the risk of injury from participation in paintball and / or being a spectator. 4. I understand that serious and permanent eye or ear injury, including loss of eye sight or hearing, can occur if I do not wear an approved paintball safety mask in any area where paintball guns may be intentionally or accidentally discharged. I agree to never remove my safety mask under any circumstances while I am on the playing field or at any other area where I may be struck by paintballs. 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 paintball and / or enter onto these premises. 7. I understand that playing paintball involves risks, which include but are not limited to the risk of injury from being hit by paintballs, 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 paintball field are poisonous plants and insect bites. 9. I am aware that playing paintball 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 paintball. I understand that I am responsible for consulting a physician before playing paintball, 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 paintball field. 12. As a condition of playing paintball 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 and their employees, the land owners, and the equipment manufacturers 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 paintball. 14. I understand that I must sign this Waiver / Agreement as a condition of being allowed on these premises and / or to play paintball. 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 a paintball at a person who does not have his face mask fully in place or who is not prepared for a potential paintball hit. 17. No continued shooting at a player who clearly wants to surrender. 18. Never put any sort of projectile in a paintball gun except a conventional paintball that is not altered in any way. 19. No gun used at the field can be set to shoot at more than 300 feet per second. 20. Masks must be kept down at all times when outside of the Safe Zone whenever there is any chance of paintballs 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 face mask in place, or the gun must be worked on inside the Service Center by field staff. 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 other than the accepted shooting of paintballs. 27. No alcohol or drugs allowed on the premises without permission. 28. Do not remove the CO2 tank or air tank or other parts from any guns. 29. No smoking on field or use of lighters or matches except in the designated area in the Safe Zone. 30. 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 paintball industry. 31. Judged decisions are final. No players will be allowed to argue with any judge / referee. 32. All players must follow all safety rules without exception. Any violation of these rules may result in that player being ejected from play.

33. I understand and agree to abide by each and every safety rule. 34. I agree that this document will be valid on date of signing and for 12 months thereafter. 35. 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. 36. I have read each and every item on this Waiver/Agreement. 37. I understand each and every item on this Waiver / Agreement. 38. 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.)

39. I agree to allow my photograph to be used in promotional material and on the Merrill Dunes website. (If you do not wish your photo to be used, please cross Point #39 out.)

***40. Player's / Observer's Printed Name >

X _____ (NOTE: Please print your name in large, clear, letters)

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

X _____

***42. Telephone # > X _____ 43. Date Waiver / Agreement is signed _____, 20 _____

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

44. Consent of Parent or Guardian

I, (print) _____, 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. (Please print name, above, very clearly.)

45. Signature > _____

46. Date of birth of player, if under 18 years of age _____, 19 _____

47. Date that Waiver / Agreement is signed > _____, 20 _____ 48. Phone # of Parent / Guardian > _____

49. Address > _____