

PAINTBALL / LASER TAG / AIRSOFT OPERATIONS ENDORSEMENT

This endorsement forms a part of the policy to which it is attached effective on the inception date of the policy.

It is condition of coverage that at any time Paintball/Laser Tag/AirSoft Activities are being conducted, **You** will comply with the following operational guidelines:

1. All proper safety equipment must be worn by all participants at all times during all games in accordance with those guidelines established by the American Society for Testing & Materials including but not limited to eye, head, neck protection and body padding. All games must be conducted and regulated in accordance with the standards, certification and training as established by this association.
2. All equipment is to be checked by and calibrated by or chronographed by the insured or employees of the insured, and all such calibration / chonography will be in compliance with the manufacturer's guidelines and with industry standards. You will inspect all the equipment daily, prior to the commencement of activities. You will maintain and keep a written log of those procedures. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will never be used in activities.
3. No hand fighting is to be permitted at any time;
4. All games are to be refereed by the insured or the insured's qualified and/or trained employees.
5. Insured will continuously maintain control of all clients to avoid unsafe activities, and monitor clients to ensure their safety in the activity.
6. All areas where participants are permitted must be maintained in excellent condition and repair at all times;
7. Guides, instructors, operators and employees are required to abide by all local, state, and federal laws relevant to the activities.
8. Participants must be at least 10 years of age on their last birthday or the age as designated by law, whichever is greater, unless specifically agreed in writing by the company.
9. All employees will be fully informed of these requirements and agree to enforce them.
10. Operators and instructors must be current in CPR and First Aid, possess all relevant skills and knowledge of operations, including but not limited to; following established guidelines and safe operating procedures, exhibit proficiency in emergency techniques, capable of following instructions for the proper use of safety equipment and able to notify medical personnel. In addition, they must be able to clearly and adequately instruct the participants of proper emergency procedures that is expected of participants.

Page 1 of 2 as acknowledged by

Authorised Signature of Insured

Date

11. Paintball / laser tag / airsoft participants shall be given a safety briefing prior to the paintball/laser tag/airsoft activity commences. It is your responsibility to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and should include;
- a) A description of the activity itself.
 - b) The safety precautions while underway.
 - c) The procedure in the event of an unexpected emergency.
 - d) The proper use of hand signals where applicable.
 - e) Precluding any participants who appear to be afraid or intimidated prior to their activity.
12. All concessionaires / bona-fide-sub-contractors must maintain their own insurance for liability as covered under this contract of insurance for amounts and terms not less than stated in the schedule of this contract of insurance.
13. All contracts and other documentation required of this policy must be signed and maintained on file for no less than three (3) years including, but not limited to; (a) "Certificate of Understanding and Express Assumption of Risk", (b) Absolute Assumption of Risk for all damage or injury to self, passengers and all others while property is in renters possession, (c) signed and dated waivers of liability, (d) incident / claim forms

**Failure to comply with any of these conditions of coverage
shall automatically void the coverage provided by this policy**

In your handwriting, write the following on the lines below: *"I have read and agree to follow the above at all times. "*

Authorised Signature of Insured

Printed or Typed Name of Insured

Date

PAINTBALL/LASER TAG/AIRSOFT OPERATIONS WARRANTY OF COMPLIANCE WITH TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of this insurance. **You** agree that each Warranty is material to **our** decision to insure **you** and that, but for these Warranties, no policy would be issued.

Failure to comply with any one of these Warranties WILL render coverage under this policy null and void in the event of a claim.

'The guidelines set forth in **Your** policy, its related documents and within this form, are to be utilised for underwriting and coverage purposes only and not to be construed as the applicable 'Standards' in the industry or as 'Safety Standards' in any litigation which may arise against the insured.'

YOU WARRANT FOR ALL INSUREDS THAT:

- A. Prior to commencement of activities, allowing a participant to commence gaming or to participate in any activity, each participant will be required to sign the PAINTBALL/LASER TAG/AIRSOFT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter "Release") form provided and approved by us. In the event a participant is less than 18 years of age, both the participant and his or her parent or (adult) legal guardian must sign the Release.
- B. **You will** ensure that both the 'Release' and 'Declaration Of Fitness' forms, provided and approved by **us**, are fully and accurately completed.
- C. Prior to commencement of activities, allowing a participant to participate in a game or to participate in any activity, **you will** provide a pre-activity safety briefing to each and every participant, including but not limited to adequate instruction on the safe use and operation of the equipment, explanation of local and State laws and requirements, verbal warnings of assumed risks, and that no use of alcohol or drugs is allowed.
- D. **You will not** allow any Paintball/Laser Tag/Airsoft participant(s) to (a) commence gaming when you know, suspect or believe that those individuals are or may be under the influence of alcohol or drugs (b) take or consume alcohol or drugs during activities at any time.
- E. All Sections detailed in the 'Paintball/Laser Tag/Airsoft Operations Endorsement' will be strictly adhered to at all times during the course of Paintball/Laser Tag/Airsoft operations and activities conducted by you.

It is hereby understood and agreed that if any activity takes place, without full compliance by you with all Warranties set forth above, the insurance coverage provided by the Policy shall be null and void. All other terms, conditions, limitations and exclusions remain unchanged.

I am either the owner of the business, or am authorised to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organisation, which has applied for Commercial General Liability Insurance. By my signature below, I attest to the fact that I have read, understood, and agree to the stated terms, conditions and Warranties that are part of this endorsement. If insurance is offered to **us** this signed agreement will form a part of the policy.

Submission to the insurer of this form or other information does not obligate the insurer to provide all, or any of, the insurance requested not obligate **us** to purchase the insurance offered. However, if insurance is placed, **we** acknowledge that failure to abide by the terms of this agreement may lead to suspension of coverage, denial of coverage, and defence under this policy.

Authorised Signature of Insured

Date

Printed or Typed Name of Insured

Title

