Laser Skirmish Membership Form

Hand this completed Membership Application, Release & Indemnity Form to Game C.O. PRIOR TO PLAY

Check our website for your closest battlefield

Phone: **1300 666 559** Fax: 1300 666 549

info@LaserSkirmish.com.au | **www.LaserSkirmish.com.au**

ALL PLAYERS MUST WEAR LONG PANTS & CLOSED SHOES

*In this form: **"Laser Skirmish" means** the activity of laser skirmishing at various venues & includes the use of gaming guns & other accessories & equipment & facilities which relate in any way to the activity of laser skirmishing. Laser Skirmishing provided by Pathfinder Events Pty Ltd - ABN 68 115702442 of 1/6 Graham St, Underwood Q 4119 & its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, & officers. Further "other activities" means anything except laser skirmishing which occurs at a venue & includes (without limitation) the use of all equipment, services, land, buildings, car parks, paths, at the venue (except when skirmishing). In exchange for Laser Skirmish (with its employees, agents, licenses, contractors, subsidiaries, related or associated companies, associates & assignees) agreeing to let me take part in laser skirmish, I…*

First Name:		Surname:	
→ **Email**:			
Address:			
Suburb/City:			
→ **Post Code:**		**State** *(or if not from AU, then your home **country**)*	
Telephone No: Including Area Code		Fax No:	
Invited by Corporate/Group name:			

Gender:		Male		Female	*Date of Birth (dd/mm/yy)*							*now aged*		***years***

MEMBERSHIP DETAILS (THIS SECTION IS OPTIONAL)

How did you find us?		TV		Friend		Work/*Social* Event		Kids Magazine		Radio -- What station?	
		Played before		Sign		Fete/Festival		Social media, *if so which platform*?		**Web** – what search term?	

DEED OF DISCHARGE, RELEASE & INDEMNITY

1.1 MYSELF & MY EXECUTORS, ADMINISTRATORS & ASSIGNS ACKNOWLEDGE & COVENANTS & AGREE WITH THE FOLLOWING RULES, TERMS & CONDITIONS:

The participant agrees to abide by the rules & must follow the directives of Laser Skirmish staff at all times when present at the Laser Skirmish Venue.

(a) No projectiles are to be thrown, kicked or otherwise made airborne by participants.

(b) No participant shall engage in:-

- *Skylarking or reckless behaviour or foolish behaviour; or*
- *Any other behaviour likely to cause injury to themselves or other participants; or to employees or agents of Laser Skirmish; or*
- *Any other behaviour which Laser Skirmish deems its absolute discretion to be unacceptable;*
- *Laser Skirmish may require any participant engaging in unacceptable behaviour to leave the Laser Skirmish Venue.*

(c) Each participant must remain within the designated boundaries of the Laser Skirmish Venue at all times.

(d) Each participant will be required to wear the following:-

- *Long trousers (covering ankles) & enclosed shoes;*
- *Hats and/or head wraps provided by Laser Skirmish;*
- *All other safety devices that Laser Skirmish may require the participant to wear.*

(e) Any participant who is unable or refuses to comply with rule (e) will not be permitted to participate in Laser Skirmish.

(f) I acknowledge that there are risks associated with Laser Skirmish. As a matter of law I have no right to claim compensation form anyone if I am harmed because of an obvious risk materialising while I am at Laser Skirmish. I voluntarily assume all risks associated with Laser Skirmish and other activities.

(g) Any participant injured, or observing another participant to be injured, shall immediately notify Laser Skirmish staff of the incident.

(h) By signing below, I hereby authorise Laser Skirmish to send me newsletters and special product offers to my email address supplied. I further understand that I can terminate the transmission of such materials by return email by typing the work "Unsubscribe" in the subject line or by clicking the "opt out" button at the end of the message.

1.2 RELEASE & DISCHARGE

The Participant releases, discharges, waives and forever holds harmless Laser Skirmish from All Claims for Any Loss sustained by the Participant whether caused by Laser Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser Skirmish. The participant agrees to Laser Skirmish taking photographs, film and other images while participants are at the venue and to develop, print, reproduce and use them royalty free for any purpose (including commercial advertising).

1.3 INDEMNITY

The Participant indemnifies Laser Skirmish against All Claims for Any Loss sustained by the Participant whether caused by Laser Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser Skirmish.

1.4 WARRANTY AS TO AGE

By personally executing this Deed, the Participant warrants that he or she is at least of eighteen (18) years of age. Where this Deed is executed by a parent, guardian or other person for and on behalf of the Participant, the person so executing warrants that he or she has authority to do so and that such parent, guardian or other person agrees to indemnify Laser Skirmish in terms of the indemnity contained in clause 1.3 hereof.

1.5 BAR TO ACTION

The Participant agrees that this Deed may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against Laser Skirmish arising out of or as a consequence of Laser Skirmish or any incidental activities.

1.6 CONFIDENTIALITY

The Participant must keep the terms of this Deed strictly confidential and no disclosure of the terms of this Deed is to be made by the Participant other than for the purpose of obtaining legal advice.

1.7 BINDING ON SUCCESSORS

This Deed binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and endures for the benefit of Laser Skirmish and its successors and assigns.

1.8 PRIVACY

Laser Skirmish collects information from you for the primary purpose of providing quality Laser Skirmish entertainment. We require you to provide us with details so that we may properly attend to your needs. This means we will use the info you provide in the following ways:
administrative purposes, billing purposes (if required), disclosure for research and quality assurance activities to improve entertainment services, and if needed, emergency situations whereby staff/medicos require access to a participants records for appropriate purposes.

1.9 DEFINITIONS

In this Deed unless inconsistent with the context or subject matter:
"All Claims" means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of Laser Skirmish, including any incidental activity;
"Any Loss" means any loss, damage or injury to person (including the Participant) or property including but not limited to:- (a) Any damage or injury occasioned to a participant, howsoever, by:-

i) Any logs, trees and branches or any part thereof;
ii) Any rocks, falling boulders or stones;
iii) Any rivers, creeks, streams or any other body of water existing at a Laser Skirmish Venue;
iv) Any snakes, spiders or any other wildlife whatsoever;
v) Other participants;
vi) Any equipment supplied to the Participant by Laser Skirmish in connection with Laser Skirmish;
vii) or otherwise arising out of the Participant's involvement in Laser skirmish.

Any damage or injury occasioned to a Participant as a result of a Participant:-

- *Slipping on rocks, boulders, logs, trees, land or any other substance; and/or*
- *Falling over; and/or*
- *Colliding with another participant*

whether caused by:-

(A) Negligence; or
(B) Accident; or
(C) Another participant; or
(D) Flora or fauna; or
(E) However otherwise caused.

"Laser Skirmish Venue" means the location at which Laser Skirmish/Laser Tag is being convened;
"Participant" means their FULL NAME, and ADDRESS as per section one of this form.

SIGNATURES

I promise that the information about me/participant in this form is correct. I have read and understand everything in this form.
Executed as a deed

SIGN HERE IF YOU ARE <u>OVER</u> 18:-

SIGNED SEALED & DELIVERED by

_____ (PARTICIPANT'S FULL NAME)

_____ Signature of Participant

Dated:

_____ Signature of Witness of the Participant

GUARDIAN SIGN HERE IF THE PARTICIPANT IS <u>UNDER</u> 18:-

SIGNED SEALED & DELIVERED by

_____ (PRINT PARTICIPANT'S FULL NAME)

_____ Signature of Guardian

_____ (SIGNEE'S FULL NAME)

_____ Signature of Witness of the Guardian

(if signing on behalf of Participant, print relationship to participant)

Who warrants that he or she has authority to sign this Discharge, Release & Indemnity on behalf of the Participant & agrees to indemnify Laser Skirmish in accordance with the indemnities in this agreement.

Dated: