



# MEMBERSHIP FORM

LASER SKIRMISH SYDNEY



A Battlefun Company

## OFFICE USE ONLY

Date	Reference	Membership Number
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## PARTICIPANT DETAILS (PLEASE PRINT CLEARLY)

First Name	Surname		Male / Female	DOB
Address			Suburb/City	
State	Postcode	Email		Add to email list Yes/No
Mobile	Work Phone	Home Phone	Fax	
Battlefield	1. Cataract Scout Park APPIN	2.		
How did you know us	1. Internet 2. Brochure 3. Friends 4. Newspaper 5. School 6. Sign/banner 7. Other:			

## DEED OF DISCHARGE, RELEASE AND INDEMNITY

### 1.1 THE PARTICIPANT COVENANTS AND AGREES WITH THE FOLLOWING RULES, TERMS AND CONDITIONS:

The participant agrees to abide the rules of Laser Skirmish Sydney Pty Ltd 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 Employees or agents or Laser Skirmish, or
  - Any other behaviour which Laser Skirmish Sydney Pty Ltd deems in its absolute discretion to be unacceptable.
- (c) Laser Skirmish Sydney Pty Ltd may require any participant engaging in unacceptable behaviour to leave the Lasertag Venue.
- (d) Each participant must remain within the designated boundaries of the Lasering Venue at all times.
- (e) Each participant will be required to wear the following:-
  - Long trousers and Enclosed shoes; and
  - Hats and/or Helmets provided by Laser Skirmish;
  - All other safety devices that Laser Skirmish Sydney Pty Ltd may require the participant to wear.
- (f) Any participant who is unable or refuses to comply with the rule (e) will not be permitted to participate in Lasering.
- (g) All participants must follow the directives of Laser Skirmish Sydney Pty Ltd at all times.
- (h) Any Participant injured, or observing another participant to be injured, shall immediately notify Laser Skirmish Sydney Pty Ltd staff of the incident.

### 1.2 RELEASE & DISCHARGE

The participant releases, discharges, waives and forever holds harmless Laser Skirmish Sydney Pty Ltd 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.

### 1.3 INDEMNITY

The Participant indemnifies Laser Skirmish Sydney Pty Ltd 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 Lasertag.

### 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 Sydney Pty Ltd in terms of the indemnify 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 Sydney Pty Ltd arising out of or as a consequence of Lasertag 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 enures for the benefit of Laser Skirmish Sydney Pty Ltd and its successors and assigns.

### 1.8 DEFINITIONS

In this Deed unless inconsistent with the context subject matter:

“All Claims” means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of Lasertag , including any incidental activity;

“Any Loss” means the 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 Laser Venue;
  - iv) Any snakes, spiders or any other wildlife whatsoever;
  - v) Other participants;
  - vi) Any equipment supplied to the Participant by Laser Skirmish Sydney Pty Ltd in connection with Lasertag;
  - vii) Or otherwise arising out of the Participants involvement in Lasertag.
  - viii) Or otherwise arising out of the Participants involvement in Lasertag.
- (b) 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 Sydney” means the outdoor live action role-play combat game run by Laser Skirmish Sydney Pty Ltd

“Laser Skirmish Venue” means the location at which Lasertag/Laser Skirmish Sydney is being convened;

“Participant” means their FULL NAME, ADDRESS, and TELEPHONE as per section one of this form.

“Laser Skirmish Sydney” means a business of Laser Skirmish Sydney Pty Ltd – ABN 28 106 051 549 of Suite 16, 125 Oxford St Bondi Junction NSW and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors and officers.

**I acknowledge that I have been informed of and understand the nature of the risks involved in participating in Laser Skirmish activity. I acknowledge that Laser Skirmish has the right to use any video, audio and images taken at its venue for commercial and promotional purposes.**

### 1.9 SIGNATURES EXECUTED AS A DEED

<b>PARTICIPANT IS OVER 18</b>	<b>PARTICIPANT IS UNDER 18</b>
<b>Signed sealed and delivered by</b>	<b>Signed sealed and delivered by</b>
Participant Full Name	Participant Full Name
Signature of Participant	Guardian’s Full Name                      Signature of Guardian
Signature of Witness of the Participant	Signature of Witness of the Guardian
Date	Date

*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 Sydney Pty Ltd and its agents in accordance with the indemnities in this agreement.*