

MOBILE LASER SKIRMISH PARTICIPANT FORM

Please submit the completed form to Operator **PRIOR TO PLAY**

Ph: **08 9419 4555** Email: mls@inet.net.au Internet: www.laserskirmishwa.com.au

1.1 THE PARTICIPANT AGREES TO COMPLY WITH THE FOLLOWING RULES, TERMS AND CONDITIONS:

The participant agrees to abide by the rules of Mobile Laser Skirmish at all times when present at the Laser Skirmish Venue.

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

(ii) No participant shall engage in:-

- ° Skylarking, anti social, reckless or foolish behaviour; or
- ° Any other behaviour likely to incur injury to themselves or other participants; or Employees or agents of Mobile Laser Skirmish; or
- ° Any other behaviour which Mobile Laser Skirmish (WA) Pty Ltd deems in its absolute discretion to be unacceptable.

(iii) Mobile Laser Skirmish (WA) Pty Ltd may require any participant engaging in unacceptable or inappropriate behaviour to leave the Laser tag Venue.

(iv) Each participant must remain fully within the designated boundaries of the Laser Tag Venue at all times.

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

° **Enclosed shoes and long trousers;** and

- ° Hats and/or headwear provided by Mobile Laser Skirmish;
- ° All other safety devices that Mobile Laser Skirmish (WA) Pty Ltd may require the participant to wear.

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

(vii) All participants must follow the directives of Mobile Laser Skirmish (WA) Pty Ltd at all times.

(viii) Any Participant injured, or observing another participant to be injured, shall immediately notify Mobile Laser Skirmish (WA) Pty Ltd staff of the incident.

1.2 DISCHARGE & RELEASE

The Participant releases, discharges, waives and forever holds harmless Mobile Laser Skirmish (WA) Pty Ltd from All Claims for Any Loss sustained by the Participant whether caused by Mobile Laser Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Mobile Laser Skirmish.

1.3 INDEMNITY

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

1.4 WARRANTEE 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 Mobile Laser Skirmish (WA) Pty Ltd 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 Mobile Laser Skirmish (WA) Pty Ltd arising out of or as a consequence of Laser Tag 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 Mobile Laser Skirmish (WA) Pty Ltd and its successors and assigns.

1.8 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 Tag, including any incidental activity;

"*Any Loss*" means any loss, damage or injury to person (including the Participant) or property including but not limited to:-

(i) Any damage or injury occasioned to a participant, howsoever, by:-

- a/ Any logs, trees and branches or any part thereof;
- b/ Any rocks, falling boulders or stones;
- c/ Any rivers, creeks, streams or any other body of water existing at a Laser Tag Venue;
- d/ Any snakes, spiders or any other wildlife whatsoever;
- e/ Other participants;
- f/ Any equipment supplied to the Participant by Mobile Laser Skirmish (WA) Pty Ltd in connection with Laser Tag;
- g/ or otherwise arising out of the Participant's involvement in Laser Tag.

(ii) 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) Accident; or

(B) Negligence; or

(C) Flora or fauna; or

(D) Another participant; or

(E) However otherwise caused.

"*Mobile Laser Skirmish*" means the outdoor live action role-play combat game run by Mobile Laser Skirmish (WA) Pty Ltd

"*Mobile Laser Skirmish Venue*" means the location at which Laser Tag/Mobile Laser Skirmish is being convened;

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

"*Mobile Laser Skirmish*" means a business of Mobile Laser Skirmish (WA) Pty Ltd: ACN 125 40 909 of 28 Patrick Vista, Parmelia, WA 6167 and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

PRINT PARTICIPANT'S FULL NAME

Surname:	First Name:	Date of Birth:	
_____	_____	_____	
Phone	Email:		
_____	_____		
Address:	City:	State:	Postcode:
_____	_____	_____	_____

1.9 SIGNATURES Executed as a deed:

SIGN HERE IF YOU ARE OVER 18:-

SIGNED by

X	X	
Signature of Participant	Signature of Witness of the Participant PRINT NAME BELOW	Date
	X	

GUARDIAN SIGN HERE IF THE PARTICIPANT IS UNDER 18:-

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

who warrants that he or she has authority to sign this Discharge, Release and Indemnity on behalf of the Participant and agrees to indemnify Mobile Laser Skirmish (WA) Pty Ltd in accordance with the indemnities contained in this agreement.

Do you allow Mobile Laser skirmish Pty Ltd to use yours or your Childs photo's for advertising purposes

YES

No

X	X	
Signature of Guardian PRINT NAME BELOW	Signature of Witness of the Guardian PRINT NAME BELOW	Date
X	X	

**NOTE: To be effective as a Deed, Participant's, their parent's or guardian's execution of this document must be signed in the presence of a witness who must also sign in the place provided.*