

Laser Commando Membership Form

**Hand this completed Membership Application,
Release & Indemnity Form to a staff member PRIOR TO PLAY**
or Email: rogue@lasercommando.com.au Website: lasercommando.com.au

ALL PLAYERS MUST WEAR LONG PANTS & CLOSED SHOES

In this form: "Laser Skirmish" means the activity of laser skirmishing at various venues and includes the use of Battlefield Sports' guns, mines and other accessories and equipment and facilities which relate in any way to the activity of laser skirmishing. Further, "other activities" means anything except laser skirmishing which occurs at a venue and includes (without limitation) the use of all equipment, services, land, buildings, car parks, paths, at the venue (except when skirmishing.) In exchange for Laser Commando (with its employees, agents, licenses, contractors, subcontractors, subsidiaries, related or associated companies, associates, and assignees) agreeing to let me take part in laser skirmish, I...

First Name:								Surname											
→ Email:																			
Address:																			
Suburb/City:																			
Post Code:					State														
Telephone No: Including Area Code												Fax No:							
Invited by Corporate/Social Group name:																			
Sex:		Male			Female			Date of Birth (dd/mm/yy)									and now aged		years

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 Commando staff at all times when present at the Laser Commando 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 Commando; or
 - Any other behaviour which Laser Commando deems in its absolute discretion to be unacceptable.
- Laser Commando may require any participant engaging in unacceptable behaviour to leave the Laser Commando Venue.
- (c) Each participant must remain within the designated boundaries of the Laser Commando Venue at all times.
- (d) Each participant will be required to wear the following:-
- Long trousers (covering ankles) and Enclosed shoes; and
 - Hats and/or Caps provided by Laser Skirmish;
 - All other safety devices that Laser Commando 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 from anyone if I am harmed because of an obvious risk materialising while I am at Laser Commando. I voluntarily assume all risks associated with Laser Commando and other activities.
- (g) Any participant injured, or observing another participant to be injured, shall immediately notify Laser Commando staff of the incident.
- (h) By signing below, I hereby authorise Laser Commando 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 request via rogue@lasercommando.com.au.

1.2 RELEASE & DISCHARGE

The Participant releases, discharges, waives and forever holds harmless Laser Commando from All Claims for Any Loss sustained by the Participant whether caused by Laser Commando's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser Commando. The participant agrees to Laser Commando 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 Commando against All Claims for Any Loss sustained by the Participant whether caused by Laser Commando's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser Commando.

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 Commando 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 Commando 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 Commando and its successors and assigns.

1.8 PRIVACY

Laser Commando collects information from you for the primary purpose of providing quality outdoor 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/hospitals 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; | v) Other participants; |
| ii) Any rocks, falling boulders or stones; | vi) Any equipment supplied to the Participant by Laser Commando in connection with Laser Skirmish; |
| iii) Any rivers, creeks, streams or any other body of water existing at a Laser Skirmish Venue; | vii) or otherwise arising out of the Participant's involvement in Laser Skirmish. |
| iv) Any snakes, spiders or any other wildlife whatsoever; | |

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

- | | |
|---|--------------------------------------|
| o Slipping on rocks, boulders, logs, trees, land or any other substance; and/or | o Falling over; and/or |
| whether caused by:- | o Colliding with another participant |

(A) Negligence; or

(D) Flora or fauna; or

(B) Accident; or

(E) However otherwise caused.

(C) Another participant; or

"Laser Skirmish" means the outdoor action role play combat game run by Laser Commando.

"Laser Commando 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.

"Laser Commando" means a business - ABN 43908668700 and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

1.10 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 OVER 18:-

SIGNED SEALED AND DELIVERED by	
_____)
(PARTICIPANT'S FULL NAME))
)
)
Dated: _____	Signature of Participant
	Signature of Witness of the Participant

GUARDIAN SIGN HERE IF THE PARTICIPANT IS UNDER 18:-

SIGNED SEALED AND DELIVERED by	
_____)
PRINT PARTICIPANT'S FULL NAME)
_____)
(SIGNEE'S FULL NAME))
)
)
(if signing on behalf of Participant, print relationship to Participant)	Signature of Guardian
who warrants that he or she has authority to sign this Discharge, Release & Indemnity on behalf of the Participant & agrees to indemnify Laser Commando in accordance with the indemnities in this agreement.	Signature of Witness of the Guardian
	Dated: _____