



Battlezone Laser Combat Disclaimer Form

Hand this completed Release & Indemnity Form to your host.

Your host to hand all forms to Battlezone before safety brief.

Check our website for details on Battlezone Laser Combat

Phone: 6101 1101 Mob: 0402979002

Email: info@battlezonelaser.com.au Internet: www.battlezonelaser.com.au

In this form: "Battlezone Laser Combat" means the activity of laser skirmishing at various venues and includes the use of Battlezone Laser Combats' 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 Battlezone Laser Combat (with its employees, agents, licenses, contractors, subcontractors, subsidiaries, related or associated companies, associates, and assignees) agreeing to let me take part in laser skirmish. So, I...

First Name: _____ Surname _____

Address: _____

Suburb / City: _____

State: _____

Post Code: _____ Email _____

Telephone No:
Including Area Code _____

Sex: (circle one) Male Female Date of Birth (dd/mm/yy) _____ and now aged _____ years

DEED OF DISCHARGE, RELEASE & INDEMNITY

Myself and my executors, administrators and assigns acknowledge and agree that:

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

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

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

(b) No participant shall engage in:-

- o Skylarking or reckless behaviour or foolish behaviour; or Any other behaviour which Battlezone Laser Combat deems in its absolute discretion to be unacceptable.
- o Any other behaviour likely to cause injury to themselves or other participants; or to employees or agents of Battlezone Laser Combat; or

(c) Battlezone Laser Combat may require any participant engaging in unacceptable behaviour to leave the Battlezone Laser Combat Venue.

(d) Each participant must remain within the designated boundaries of the Battlezone Laser Combat Venue at all times.

(e) Each participant will be required to wear the following

- o Long trousers (covering ankles) and Enclosed shoes; and
- o Hats and/or Caps provided by Battlezone Laser
- o All other safety devices that Battlezone Laser Combat may require the participant to wear.

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

(g) All participants must follow the directives of Battlezone Laser Combat at all times.

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

(i) By signing below, I hereby authorise Battlezone Laser Combat 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 word "Unsubscribe" in the subject line.

1.2 RELEASE & DISCHARGE

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

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 Battlezone Laser Combat in terms of the indemnity contained in clause 1.3 hereof.

1.5 BAR TO ACTION

The Participant Battlezone Laser Combat agrees that this Deed may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against arising out of or as a consequence of or Battlezone Laser Combat 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 ensures for the benefit of Battlezone Laser Combat and its successors and assigns.

1.8 PRIVACY

Battlezone Laser Combat collects information from you for the primary purpose of providing quality outdoor Battlezone Laser Combat 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, Battlezone Laser Combat 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 Battlezone Laser Combat Venue;
 - iv) Any snakes, spiders or any other wildlife whatsoever;
 - v) Other participants;
 - vi) Any equipment supplied to the Participant b Battlezone Laser Combat in connection with Battlezone Laser Combat;
 - vii) or otherwise arising out of the Participant's involvement in. Battlezone Laser Combat
- (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.

"Battlezone Laser Combat" means the outdoor action role play combat game run by BJE & SJP Pty Ltd trading as Battlezone Laser

Combat. " Battlezone Laser Combat Venue" means the location at which Laser Battlezone Laser Combat is being convened;

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

"Battlezone Laser Combat" means a business of BJE & SJP Pty Ltd - ABN 57 335 394 086 of Suite 6, 280 Bannister Road Canning Vale Western Australia 6155 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:-

_____ (PARTICIPANT'S FULL NAME))))	_____ Signature of Participant
Dated:		_____

GUARDIAN SIGN HERE IF THE PARTICIPANT IS UNDER 18:-

_____ PRINT PARTICIPANT'S FULL NAME)	
_____ (SIGNEE'S FULL NAME))	_____ Signature of 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 Battlezone Laser Combat in accordance with the indemnities in this agreement.		