



# Laser Skirmish Membership Form

Hand this completed Membership Application, Release & Indemnity Form to Mission Major **PRIOR TO PLAY**

Check our website for your closest battlefield

Phone: **1300 667 423** Facsimile: 1300 666 549

Email: [info@laserskirmish.com.au](mailto:info@laserskirmish.com.au) Internet: [www.laserskirmish.com.au](http://www.laserskirmish.com.au)

*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, carparks, paths, at the venue (except when skirmishing.) In exchange for Laser Skirmish (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																		
Address:																										
Suburb / City:																										
State:																										
Post Code:								Email																		
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

## MEMBERSHIP DETAILS (THIS SECTION IS OPTIONAL)

Favourite Movie:											Favourite Game:											
Preferred Call Sign:											Clan Name:											
How did you find us?	Radio		Friend		Work/Social Event		White/Yellow Pages		TV		Other pls specify →											
	Promotion		Sign		Newspaper		Inflatables Event eq Fete		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:
  - o Skylarking or reckless behaviour or foolish behaviour; or
  - o Any other behaviour likely to cause injury to themselves or other participants; or to employees or agents of Laser Skirmish; or
  - o Any other behaviour which Laser Skirmish deems in its absolute discretion to be unacceptable.
- (c) Laser Skirmish may require any participant engaging in unacceptable behaviour to leave the Laser Skirmish Venue.
- (d) Each participant must remain within the designated boundaries of the Laser Skirmish 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 Laser Skirmish;
  - o All other safety devices that Laser Skirmish 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 Laser Skirmish.
- (g) 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 Skirmish. I voluntarily assume all risks associated with Laser Skirmish and other activities.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Laser Skirmish staff of the incident.
- (i) By signing below, I hereby authorise Laser Skirmish to send me newsletters and special product officers 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.

### 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 enures 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 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;
- 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.

(b) 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
- o 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" means the outdoor action roleplay combat game run by Scapequest Pty Ltd trading as Laser Skirmish and/or Laser Tag

"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.

"Laser Skirmish" means a business of Scapequest PTY LTD - ABN 70 091 235 228 of 1/47 Musgrave Rd Coopers Plains Q 4108 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)	)	Signature of Participant
Dated:		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	)	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: