PLAYER MEMBERSHIP FORM

Laser Strike Skirmish
2 Liverpool Road
The Basin Vic 3215
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Clan Wars Membership

B-League

THE PARTICIPANT CONVERTS AND AGREES WITH THE OPERATOR AS FOLLOWS

Laser Strike Skirmish ABN: 65 884 833 965 (herein referred to as "the Operator") will accept a Participant to engage in its activities being the indoor/outdoor live action role-play combat game known as "Laser Strike Skirmish" subject to the completion and signing of this form and subject to the rules, terms and conditions contained herein.

Participant Details:

First Name: _____ Surname: _____

Date of Birth: / / Gender: ☐ Male ☐ Female

Address:

Street/Unit Number: _____ Street Name: _____

Town/Suburb: _____ State: _____ Postcode: _____

Contact Information:

Mobile: _____ Home Phone: _____

Email: _____

- ☐ Check Box if you do not want your image posted on the Laser Strike Facebook page.
- ☐ Images/Photos taken whilst at Laser Strike may be used in advertising. Please Check the Box if you wish the 'Player', as listed above, to be omitted.

Call Sign: _____

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 the conduct of the activities, including any incidental activity:
- "Any loss" means any loss, damage or injury to person, including the Participant, or property including but not limited to any damage or injury occasioned to a Participant by:
  - I. Any logs, trees and branched or any part thereof
  - II. Other Participants
  - III. Any rocks, falling boulders or stones
  - IV. Any equipment supplied to the Participant by the Operator
  - V. Any rivers, creeks, streams or any other body of water on the Venue
  - VI. Any snakes, spiders, ants or any other wildlife whatsoever
  - VII. Any damage or injury whether caused by falling over and/or colliding with another Participant
  - VIII. Any other damage or injury otherwise caused.
- "The Venue" means the location at which Operator conducts the activities

THE PARTICIPANT CONFORMS AND AGREES WITH THE OPERATOR AS FOLLOWS

1. **ASSUMPTION OF RISK**
   The inherent nature of the activities conducted by the Operator involved some risk of injury to the Participant which the Participant who hereby acknowledges and accepts that risk on his or her own behalf or in the case of a minor Participant, the Participant's parent or guardian accepts such risk on behalf of the minor Participant.
2. **RULES**
   To abide by the Rules of Laser Strike at all times when present at the Venue and participating in the activities provided and managed by the Operator ("the activities")
   RULES OF LASER STRIKE
   - a. No projectiles are to be thrown, kicked or otherwise made airborne by Participants;
   - b. No Participant shall engage in:
     - i. Reckless, foolish or negligent behavior which may reasonably create an unacceptable risk of injury to themselves or any other Participant or any agent or employee of the Operator, or

ii. Any other behaviour which the Operator deems in its absolute discretion to be unacceptable.

c. The Operator reserves the right to require any Participant engaging in unacceptable behaviour to leave the Venue;
d. All Participants must remain within the designated boundaries of the Venue at all times while participating in the activities;
e. All Participants must wear the following:
   i. Enclosed shoes acceptable to the Operator; and
   ii. All other safety devices that Operator requires Participants to wear while engaging in the activities;
   iii. Hats and /or helmets provided by the Operator which the Operator 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 the activities;
g. All Participants must follow the directives and instructions of the Operators agents and employees at all times while at the Venue;
h. Any Participant who is injured, or observes another Participant to be injured, shall immediately notify the Operator.

3. RELEASE & DISCHARGE

The Participant hereby releases, discharges, and holds the Operator harmless for any loss, injury or damage suffered by the Participant for any reason whatsoever while at the venue irrespective of whether the Participant is engaged in the activities.

4. INDEMNITY & LIABILITY FOR MINORS

The Participant hereby indemnifies the Operator against any claim for any negligent act or wilful act, omission, breach of contract, breach of statutory duty or otherwise in connection with the Participant's attendance at the Operators Venue and/or the engaging in the activities. Where this Deed is executed by a parent or guardian of a minor Participant that parent or guardian hereby agrees to and hereby warrants that he or she has the authority to sign on behalf of the minor Participant and, notwithstanding any defect in such authority that may become apparent, hereby accepts all the terms conditions and indemnities on behalf of the minor Participant.

5. WARRANTY AS TO AGE

By personally executing this Deed, the Signee as Participant or Guardian of the participant warrants that he or she and witness signee is at least of eighteen (18) years of age.

6. BAR TO ACTION

The Participant agrees that this deed shall be conclusive evidence of the Participant's obligations and may be pleaded as a bar to any action by the Participant against the Operator arising out of or as a consequence of participation in the activities by the Participant.

7. CONFIDENTIALITY

The terms of this deed must be kept strictly confidential except for the purpose of obtaining legal advice.

8. BINDING ON SUCCESSORS

This Deed binds the heirs, administrators, executors, personal representative, dependents (if any) and successors of the Participant and ensures for the benefit of the Operator and its successors and assigns.

9. 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:

NOTE: To be effective as a Deed, the Participant execution of this document must be made in the presence of a witness who must also sign in the place provided.

Please complete **Section A** below if the Participant **over** the age of **18**, **or Section B** if the Participant is **under** the age of **18**.

Is the Participant under 18 years of age? ☐ Yes ☐ No (If answered **Yes**, complete Section B)

Section A

(Participant over the age of 18)

(Print participant's full name) (Signature of Participant)

/ /2017

(Signature of Witness of Participant) (Date)

Section B *(complete this section if you are under the age of 18)*

(Print player's full name) (Signature of Guardian)

/ /2017

(Guardian's full name – please print) (Signature of Witness of Guardian) (Date)

(If signing on behalf of Player, print relationship to Player)

Who warrants that he or she has authority to sign this discharge, Release and Indemnity on behalf of the Participant and agrees to indemnify Combat Laser Strike Geelong in accordance with the indemnities contained in the Agreement.

WARNING:

Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are rendered with due care and skill and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier. Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions, do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.