



DISCHARGE, RELEASE & INDEMNITY FORM

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www.taslaskirmish.com.au

PARTICIPANTS DETAILS

ALL PLAYERS MUST WEAR LONG PANTS & ENCLOSED SHOES

First Name: Surname:

Address:

Suburb / City:

Post Code: State:

Date of Birth: / /

Telephone: -

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Email:

* If a representative is entering into this Discharge, Release and Indemnity on behalf of more than one Participant, the details of each Participant for whom the representative is entering into this document may be contained in a list and annexed hereto.

BY SIGNING THIS DOCUMENT, YOU AGREE AND ACKNOWLEDGE THAT MOBILE LASER COMBAT PTY LTD (ACN 125 944 943) TRADING AS TAS LASER SKIRMISH IS TO PERMIT YOU TO PARTICIPATE IN LASER SKIRMISH AND THAT THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN LASER SKIRMISH AND THE AGREEMENT BETWEEN YOU AND MOBILE LASER COMBAT PTY LTD (ACN 125 944 943) TRADING AS TAS LASER SKIRMISH ARE OUTLINED AND CONTAINED IN THE DISCHARGE, RELEASE & INDEMNITY ANNEXED HERETO AND YOU FURTHER AGREE AND ACKNOWLEDGE BY SIGNING THIS DOCUMENT THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THE ANNEXED DISCHARGE, RELEASE & INDEMNITY AND THAT YOU AGREE TO BE BOUND BY IT AND THAT YOU ARE AWARE THAT IT CONTAINS A RELEASE OF LIABILITY AND A WAIVER OF YOUR RIGHTS.

Executed as an Agreement:

SIGN HERE IF YOU ARE OVER 18:

Participants Signature: Dated : / /

Witness Full Name:

Witness Signature: Dated : / /

REPRESENTATIVE SIGN HERE IF THE PARTICIPANT IS UNDER 18:

Representative Full Name:

Representative Signature: Dated : / /

Witness Full Name:

Witness Signature: Dated : / /

DISCHARGE, RELEASE & INDEMNITY

IN CONSIDERATION OF TAS LASER SKIRMISH PERMITTING THE PARTICIPANT TO PARTICIPATE IN LASER SKIRMISH:

1.1 RULES, TERMS AND CONDITIONS:

The Participant agrees to abide by the following rules of Tas Laser Skirmish 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:-
 - Skylarking or Reckless behaviour or Foolish behaviour; or
 - Any other behaviour likely to cause injury to Themselves or Other participants; or Employees or agents or Tas Laser Skirmish; or
 - Any other behaviour which Tas Laser Skirmish deems in its absolute discretion to be unacceptable.
- (c) Tas 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, Long trousers and enclosed shoes, Hats provided by Tas Laser Skirmish and all other safety devices that Tas 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) All participants must follow the directives of Tas Laser Skirmish at all times.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Tas Laser Skirmish staff.

1.2 ACKNOWLEDGMENT

The Participant hereby acknowledges that outdoor activities involve risks and dangers of serious bodily injury including permanent disability, paralysis and death due to but not limited to the inherent risk and dangers of outdoor activities, hazardous natural conditions, wildlife and the acts and conduct of persons including any negligence and that the Participant is aware of these risks and dangers.

1.3 RELEASE & DISCHARGE

The Participant releases Tas Laser Skirmish from All Claims for Any Loss sustained by the Participant in connection with the Participant's participation in Laser Skirmish except to the extent that Any Loss is caused by the wilful act or negligence of Tas Laser Skirmish.

1.4 INDEMNITY

The Participant indemnifies Tas Laser Skirmish against All Claims for Any Loss sustained by the Participant in connection with the Participant's participation in Laser Skirmish except to the extent that Any Loss is caused by the wilful act or negligence of Tas Laser Skirmish.

1.5 WARRANTY AS TO AGE

With the exception of where this Agreement is executed by a parent, legal guardian, representative or agent of the Participant the Participant warrants that he or she is at least of eighteen (18) years of age.

1.6 WARRANTY AS TO FITNESS

The Participant warrants that to his or her knowledge that the Participant is of adequate health and fitness to participate in Laser Skirmish and he or she is not aware of any physical condition that may endanger the Participant or any other participants participating in Laser Skirmish. The Participant consents to any emergency medical attention to be provided by Tas Laser Skirmish if deemed warranted by Tas Laser Skirmish.

1.7 BAR TO ACTION

The Participant agrees that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against Tas Laser Skirmish arising out of or as a consequence of Laser Skirmish or any incidental activities.

1.8 CONSENT

Where this Agreement is executed by a parent, legal guardian, representative or agent for and on behalf of the Participant, the person so executing warrants that he or she has authority to do so and that such person consents to the Participant participating in Laser Skirmish and in executing this Agreement agrees to the terms and conditions of this Agreement and without limitation provides to Tas Laser Skirmish the acknowledgments, warranties, releases, discharges and indemnities on behalf of the Participant in the terms as contained in clauses 1.2, 1.3, 1.4, 1.6 and 1.7 hereof.

1.9 PHOTOGRAPHS AND FILMING

- (a) The Participant agrees to Tas Laser Skirmish taking photographs, film and other images and audio while the Participant is at the Laser Skirmish Venue.
- (b) The Participant irrevocably authorises Tas Laser Skirmish to use the images and audio, including, but not limited to, advertising of its business but the Participant may by notice to Tas Laser Skirmish withdraw such authorisation.
- (c) The Participant shall be entitled to no fee of any kind for the use of the images and audio by Tas Laser Skirmish.

2.0 BINDING ON SUCCESSORS

This Agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and enures for the benefit of Tas Laser Skirmish and its successors and assigns.

2.1 DEFINITIONS

In this Agreement 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 Participant's participation in 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, Leeches or any other wildlife whatsoever; v) Other participants; vi) Any equipment supplied to the Participant by Tas 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:-
 - Slipping on rocks, boulders, logs, trees, land or any other substance; and/or
 - Falling over; and/or Colliding with another participant:-

"Laser Skirmish" means the outdoor game run by Mobile Laser Combat PTY LTD (ACN 125 944 943) trading as Tas Laser Skirmish.

"Laser Skirmish Venue" means the location at which Laser Skirmish is being convened;

"Participant" means that person described under the heading "Participant Details" on the first page of this Agreement.

"Tas Laser Skirmish" means the business run by Mobile Laser Combat Pty Ltd (ACN 125 944 943) trading as Tas Laser Skirmish and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.