



**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 endures 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.

(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
- 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 role play combat game run by Pathfinder Events 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 Pathfinder Events Pty Ltd - ABN 68 115 702 442 of Unit 1, 6 Graham St, Underwood Q 4119 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)	)	
(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.		Signature of Witness of the Guardian
		Dated: