



Laser Skirmish Membership Form

Hand this completed Membership Application,
Release & Indemnity Form to Game C.O.
PRIOR TO PLAY

ALL PLAYERS MUST WEAR
LONG PANTS & CLOSED SHOES

Phone: 1300 666 559

admin@LaserTag.com.au | www.LaserSkirmish.com.au

First Name:					Surname:						
→ Email:											
Address:											
Suburb/City:											
→ Post Code:			State (or if not from AU, then your home country)								
Telephone No: Including Area Code											
Group Name:											
Gender (optional):			Date of Birth (dd/mm/yy)						now aged		years

DEED OF DISCHARGE, RELEASE & INDEMNITY

THIS IS AN IMPORTANT DOCUMENT & YOU SHOULD READ IT CAREFULLY BEFORE AGREEING TO THE FOLLOWING TERMS & CONDITIONS.

You apply to participate in Laser Skirmish. In consideration of this application being accepted, you acknowledge & agree to the terms & conditions below.

Definitions

1) In this application:

- "Claim" means & includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with Laser Skirmish, but does not include a claim against Pathfinder by any person expressly entitled to make a claim under a Pathfinder insurance policy.
- "Laser Skirmish" means the activity of laser skirmishing & includes the use of gaming guns & other accessories, equipment & facilities which relate in any way to the activity of laser skirmishing developed & administered by Pathfinder.
- "Pathfinder" means Pathfinder Events Pty Ltd (ABN 68 115 702 442), & where relevant, any employee, agent, contractor or authorised representative of Pathfinder.

Rules of Participation

- This application & any other terms & conditions for Laser Skirmish comprise a contract between you & Pathfinder which is necessary & reasonable for promoting & conducting Laser Skirmish. You acknowledge this application to participate in Laser Skirmish will be accepted upon notification to you by Pathfinder & you acknowledge that you will be bound by & agree to comply with such rules, terms & conditions as may be imposed by Laser Skirmish with respect to the conduct & management of Laser Skirmish (including but not limited to being required to wear long pants (covering ankles) & enclosed shoes suitable for outdoor activities), as amended from time to time. You understand that if you fail to comply with any such rules or directions (including but not limited to Pathfinder staff directions regarding boundaries or not climbing on objects) you will not be permitted to participate or to continue to participate in Laser Skirmish & no refund will be given.

Risk Warning

- Participation in the recreational activities supplied by Pathfinder is inherently dangerous & may involve risk. There are risks specifically associated with participation in recreational activities, including insect & other animal bites, collision with other participants or falls/trips due to outdoor hazards such as tree roots or uneven ground which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By agreeing to these terms & conditions, you acknowledge, agree, & understand that participation in the recreational services provided by Pathfinder may involve risk. You agree & undertake any such risk voluntarily & at your own risk. You acknowledge that the assumption of risk & warning above constitutes a 'risk warning' in accordance with relevant legislation.

Waiver

- A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition & Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). By agreeing to these terms & conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities undertaken because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

- By agreeing to these terms & conditions, you agree that the liability of Pathfinder in relation to recreational services (as that term is defined in the *Competition & Consumer Act 2010* (Cth) & the *Australian Consumer Law*) for any:
 - death;
 - physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - the contraction, aggravation or acceleration of a disease;
 - the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - that is or may be harmful or disadvantageous to you or the community; or
 - that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,
 is excluded & the application of any express or implied term that any services will be provided with due care & skill is excluded.

For recreational services or recreational activities to which the Australian Consumer Law (Qld) applies:

- By agreeing to these terms & conditions, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms & rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms & rights & any liability of Pathfinder flowing from them, are expressly excluded to the extent possible by law, by these terms & conditions. To the extent of any liability arising, the liability of Pathfinder will, at the discretion of Pathfinder, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods & in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

Release & indemnity

- In consideration of Pathfinder accepting this application for your participation in Laser Skirmish, to the extent permitted by law, you:
 - release & will release Pathfinder from all Claims that you may have or may have had but for this release arising from or in connection with participation in Laser Skirmish; &
 - release & indemnify Pathfinder against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by Pathfinder or in any other manner whatsoever; &
 - indemnify & will keep indemnified Pathfinder to the extent permitted by law in respect of any Claim by any person:
 - arising as a result of or in connection with your participation in Laser Skirmish; &
 - against Pathfinder in respect of any injury, loss or damage arising out of or in connection with your failure to comply with Laser Skirmish &/or Pathfinder rules

&/or save that the above releases & indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly directions, negligent act or omission of Pathfinder.

Bar to Proceedings

- 8) You acknowledge that Pathfinder may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you commence proceedings against Pathfinder, you:
- (a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - (b) waive any right to object to the exercise of such jurisdiction;
 - (c) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by Pathfinder) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by Pathfinder to remove the proceedings to the jurisdiction in which any incident occurs;
 - (d) will pay the costs of any application made by Pathfinder under paragraph 8(c) & will consent to any application for security of costs made at any time by Pathfinder; &
 - (e) consent to paying Pathfinder legal defence costs of the proceedings (on a solicitor client basis) where Pathfinder successfully defends the proceedings.

Insurance

- 9) Insurance is in place that may provide you with limited cover whilst participating in Laser Skirmish. You understand that this insurance may not cover you for all injury, loss or damage sustained & you acknowledge that Pathfinder does not make any representations about the suitability of any insurance. You also understand you can, in your own interests & at your own expense, seek & obtain personal insurances over & above any cover that may be provided by Pathfinder.

Fitness to Participate

- 10) You declare that you are medically & physically fit & able to participate in Laser Skirmish. You are not & must not be a danger to yourself or to the health & safety of others. You understand & accept that Pathfinder will continue to rely upon this declaration as evidence of your fitness & ability to participate in Laser Skirmish. You will report to Pathfinder any accidents, injuries, loss or damage suffered by you during Laser Skirmish before you leave any relevant venue.

Medical Treatment

- 11) You consent to receiving any medical treatment that Pathfinder reasonably considers necessary or desirable for you during participation in Laser Skirmish, including evacuation. You agree that your acceptance of these terms & conditions constitutes your consent to such evacuation or medical treatment. You also agree to reimburse Pathfinder for any costs or expenses incurred in providing you with medical treatment.

Exclusion of Applicant

- 12) You warrant that you are not currently excluded from walking, jogging, running or participating in Laser Skirmish by a medical practitioner. You acknowledge & agree that Pathfinder may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to you undertaking Laser Skirmish.

Safety

- 13) You understand & acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during Laser Skirmish, & you accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

Prevailing conditions

- 14) Participation in Laser Skirmish may be affected by weather & associated conditions. Given there is often an element of "luck of the prevailing conditions" in participating in Laser Skirmish you acknowledge & agree organisers cannot control the weather & associated conditions. You accept that in the event of extreme weather conditions Pathfinder reserves the right to alter the format of, shorten, or cancel Laser Skirmish in the interest of participant safety. You acknowledge that Pathfinder will use all reasonable efforts to conduct Laser Skirmish in the planned format if safe to do so. Should prevailing weather conditions force any change you accept that Pathfinder is not obliged to provide you with any refund, or provide a credit, or to restage Laser Skirmish, as weather & associated conditions are beyond the control of Pathfinder.

Privacy

- 15) You understand that the personal information you have provided in this application is necessary for the conduct & management of Laser Skirmish & other related activities, & that it is collected in accordance with the Pathfinder Privacy Policy (available at <https://battlefieldsports.com/privacy>). You acknowledge that Pathfinder may use or disclose your personal info for the purposes of conducting & administering Laser Skirmish or otherwise in accordance with the Pathfinder Privacy Policy. Pathfinder may share your personal info with 3rd parties such as companies engaged by Pathfinder to carry out functions & activities on its behalf; however, your info is not generally disclosed to anyone outside Australia. You understand that you may access & request correction of your personal info held by Pathfinder or make a complaint about the handling of your personal info, by contacting Pathfinder. You acknowledge that your participation in Laser Skirmish may be rejected if the info is not provided. If you do not wish to receive material from Pathfinder, or its sponsors & 3rd parties you must advise Pathfinder in writing or via the opt-out procedures provided in the relevant communication. By signing this application, you authorise Pathfinder to send you newsletters & special product offers to your email address supplied by you to Pathfinder (if any).

Right to Use Image

- 16) You acknowledge & consent to photographs & electronic images being taken of you during your participation in Laser Skirmish. You acknowledge & agree that such photos & electronic images are owned by Pathfinder & that Pathfinder may use the photos for promotional or other purposes without your further consent being necessary. Further, you consent to Pathfinder using your name, image, likeness & performance in Laser Skirmish, at any time, by any form of media, to promote Laser Skirmish.

Non transferable

- 17) A right to participate in Laser Skirmish is non-transferable to other people. Any attempt to transfer to another person without the knowledge of Pathfinder may result in the cancellation of any rights granted by Pathfinder without refund & you may not be permitted to participate in further programs. You also accept that fees paid for participation in Laser Skirmish may be non-refundable.

Entire Agreement

- 18) This application (& the documents to which it refers) constitutes the entire agreement between the parties in respect of Laser Skirmish & supersedes all other agreements, understandings, representations & negotiations in relation to Laser Skirmish.

Severance

- 19) If any provision of this application is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid & enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this application or affect the validity or enforceability of it in any other jurisdiction.

Governing Law

- 20) The governing law of this application is the law of the State of Qld. You irrevocably & unconditionally consent & submit to the jurisdiction of the courts of Qld & waive any right to object to the exercise of such jurisdiction.

Warranty

- 21) You warrant that all information provided by you in this application is true & correct.

By signing below, you declare that you have read, understood, acknowledge & agree to the terms & conditions of this application including the exclusion of implied terms, warning, assumption of risk, release & indemnity. By signing below, you agree that if your application for Laser Skirmish is accepted, you will be bound by these terms & conditions.

Signature:*** Date:

Participants name:

***Where the applicant is under 18 years of age this application must be signed by the applicant's parent or legal guardian.

I..... [insert parents name] of

..... [insert address] am the parent or guardian of the applicant. I authorise & consent to the applicant undertaking Laser Skirmish. In consideration of the application for participation in Laser Skirmish being accepted, I expressly agree to accept in my capacity as parent or guardian, the terms set out in this application. In addition, I agree to be bound by & to comply with any regulations, policies & codes of Laser Skirmish &/or Pathfinder.