

LASER CORPS

COMBAT ADVENTURES

www.lasercorps.com Tel: 6278 1233 Email: games@lasercorps.com
West Aussie Amusements Pty Ltd T/A Laser CorpsWA ABN 6310 268 6162

Battlefields: SWAN VALLEY –Swan Valley Oasis Resort 10250 West Swan Rd Henley Brook, WATTLEGROVE- Kelvin Rd Wattlegrove
KALAMUNDA –Pickering Brook Sports Club 35 Weston Rd Pickering Brook, ROLEYSTONE-Camp Simons Mc Ness Dr Roleystone

Laser Corps Disclaimer Form

Please complete front and back and hand to Mission Director PRIOR TO PLAY

Game date: _____

First Name: _____ Surname: _____

Address: _____

Suburb/City: _____ State: _____ Post Code: _____ Tel: _____

Company/Organisation: _____

Sex: _____ Date of Birth (dd/mm/yy): _____

Email (if you want to informed of special events, tournaments, night games etc): _____

BY SIGNING THIS DOCUMENT, YOU AGREE & ACKNOWLEDGE THAT WEST AUSSIE AMUSEMENTS PTY LTD T/A LASERCORPSWA (ABN 6310 268 6162) 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 WEST AUSSIE AMUSEMENTS PTY LTD T/A LASERCORPS WA (ABN 6310 268 6162) ARE OUTLINED AND CONTAINED IN THE DISCHARGE, RELEASE OF INDEMNITY ANNEXED HERE TO AND YOU FURTHER AGREE AND ACKNOWLEDGE BY SIGNING THIS DOCUMENT THAT YOU HAVE CAREFULLY READ & UNDERSTOOD THE CONTENTS OF THE ANNEXED DISCHARGE, RELEASE & INDEMNITY & 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.

DEED OF DISCHARGE, RELEASE & INDEMNITY

1.1. THE PARTICIPANT COVENANTS AND AGREES WITH THE FOLLOWING RULES, TERMS AND CONDITIONS:

The participant agrees to abide by the rules of Lasercorps.com at all times when present at the Laser corps 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 of foolish behaviour, or
 - Any other behaviour likely to cause injury to Themselves of Other participants; or Employees or agents of Laser corps
 - Any other behaviour which Laser corps deems in its absolute discretion to be unacceptable.
- (c) Laser corps may require any participant engaging in unacceptable behaviour to leave the Lasertag Venue.
- (d) Each participant must remain within the designated boundaries of the Lasertag Venue at all times.
- (e) Each participant will be required to wear the following:
 - Long trousers and enclosed shoes; and
 - Hats and/or helmet provided by Laser corps.
 - All other safety devices that Laser corps 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 Lasertag.
- (g) All participants must follow the directives of Laser corps at all times.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Laser corps staff of the incident.

1.2. RELEASE AND DISCHARGE:

The participant releases, discharges, waives and forever holds harmless Laser corps from All Claims for Any Loss sustained by the Participant whether caused by Laser corps negligent act or willful act or omission, breach of contract, breach of statutory duty or Otherwise in connection with Laser corps.

1.3. INDEMNITY:

The Participant indemnifies Laser Corps against All Claims for Any Loss sustained by the Participant whether caused by Lasercorps.com.au from All Claims for Any Loss sustained by the participant whether caused by Lasercorps negligent act or willful act or omission, breach of contract, breach of statutory duty or Otherwise in connection with Lasertag.

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 corps in terms of the indemnity contained in clause 1.3 hereof.

1.5 BAR TO ACTION:

The participant agrees that this Deed may be plead as a bar to any action, suit or proceedings taken at any time by the Participant against Laser corps arising out of or as a consequence of Lasertag or any incidental activities.

1.6. CONFIDENTIALITY:

The Participant must keep the terms of the Deed strictly confidential and no disclosure of the terms to this Deed is to be made by the participant other than for the purpose of obtaining legal advice.

1.7. BINDING OF SUCCESSORS:

This Deed binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for the benefit of Laser corps and its successor and assigns.

1.8. 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 Lasertag, 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 Lasertag venue;
 - iv) Any snakes, spiders or any other wildlife whatsoever
 - v) Other participants;
 - vi) Any equipment supplied to the Participant by Laser corps in connection with Lasertag;
 - vii) Or otherwise arising out of the Participant’s involvement in Lasertag.

- (b) Any damage or injury occasioned to a participant as a result of a Participant:-
 - i) Slipping on rocks, boulders, logs, trees, land or any other substance; and/or
 - ii) Falling over; and/or
 - iii) 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.

“lasercorps” means the outdoor live action role-play combat run by LasercorpsWA trading as Laser Corps.

“lasercorps venue” means the location at which Lasertag/Lasercorps is being convened;

“Lasercorps.com.au” means a business of LasercorpsWA – ABN 55604528290

“West Aussie Amusements ABN 6310 268 6162 T/A Laser Corps”

1.9. SIGNATURES:

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 PARTICIPANT IS UNDER 18:-

SIGNED SEALED AND DELIVERED BY	
_____ (PRINT PARTICIPANT’S FULL NAME)	
_____ (SIGNEE’S FULL NAME)	_____ (Signature of Guardian)
_____ (if signing on behalf of Participant, print relationship to participant)	_____ (Signature of Witness of the Guardian)
Dated: _____	
who warrants that he or she has the authority to sign this Discharge, Release and Indemnity on behalf of the participant and agrees to indemnify Laser Corps in accordance with the indemnities contained in this agreement.	

NOTE: To be effective as a deed, Participant’s, their parents or guardian’s execution of this document must be signed in the presence of a witness who must also sign in the place provided.