

# MEMBERSHIP FORM

## BATTLEFUN LASER SKIRMISH

**BATTLEFUN.COM**



### OFFICE USE ONLY

Date:

Reference:

Membership No:

### PARTICIPANT DETAILS (\* MUST BE FILLED IN) – Please write clearly

*First Name		*Surname:	Male / Female	*DOB:
*Address				
*Suburb		Postcode:	*State:	
Mobile		Home Phone:	Work Phone:	
Email			Add to email list: Yes / No	
*Location	1. Pennant Hills	2. Appin	3. Turramurra	Other:

### DEED OF DISCHARGE, RELEASE AND INDEMNITY

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

The participant agrees to abide the rules of Battlefun Corporation Pty Ltd 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 Battlefun Laser Skirmish, or
  - Any other behaviour which Battlefun Corporation Pty Ltd deems in its absolute discretion to be unacceptable.
- (c) Battlefun Corporation Pty Ltd may require any participant engaging in unacceptable behaviour to leave the Lasertag Venue.
- (d) Each participant must remain within the designated boundaries of the Lasering Venue at all times.
- (e) Each participant will be required to wear the following:-
  - Long trousers and Enclosed shoes; and
  - Hats and/or Helmets provided by Battlefun Laser Skirmish;
  - All other safety devices that Battlefun Corporation Pty Ltd may require the participant to wear.
- (f) Any participant who is unable or refuses to comply with the rule (e) will not be permitted to participate in Lasering.
- (g) All participants must follow the directives of Battlefun Corporation Pty Ltd at all times.
- (h) Any Participant injured, or observing another participant to be injured, shall immediately notify Battlefun Corporation Pty Ltd staff of the incident.

#### 1.2 RELEASE & DISCHARGE

The participant releases, discharges, waives and forever holds harmless Battlefun Corporation Pty Ltd from All Claims for Any Loss sustained by the Participant except where caused by Battlefun Laser Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Battlefun Laser Skirmish.

#### 1.3 INDEMNITY

The Participant indemnifies Battlefun Corporation Pty Ltd against All Claims for Any Loss sustained by the Participant except where caused by Battlefun Laser Skirmish's negligent act or wilful 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 Battlefun Corporation Pty Ltd 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 Battlefun Corporation Pty Ltd arising out of or as a consequence of Lasertag 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 enures for the benefit of Battlefun Corporation Pty Ltd and its successors and assigns.

**1.8 DEFINITIONS**

In this Deed unless inconsistent with the context 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 the loss, damage, or injury to person (including the Participant) or property arising out of Lasertag 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 Laser Venue;
  - iv) Any snakes, spiders, leeches, ticks, mosquitoes, ants, any insects or any other wildlife whatsoever;
  - v) Other participants;
  - vi) Any equipment supplied to the Participant by Battlefun Corporation Pty Ltd in connection with Lasertag;
  - vii) Or otherwise arising out of the Participants involvement in Lasertag.
  - viii) Or otherwise arising out of the Participants involvement in Lasertag.
- (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

Whether caused by:-

- (A) Negligence (except where caused by the negligence of Battlefun Corporation); or
- (B) Accident; or
- (C) Another participant; or
- (D) Flora or fauna; or
- (E) However otherwise caused.

“Battlefun Laser Skirmish” means the outdoor live action role-play combat game run by Battlefun Corporation.

“Laser Skirmish Venue” means the location at which Lasertag/Battlefun Corporation is being convened; and where the game takes place.

“Lasertag” or “Laser Skirmish” means the participant’s involvement in Battlefun Laser Skirmish.

“Participant” means their FULL NAME and FULL ADDRESS as per section “Participant Details’ of this form.

“Battlefun Corporation” means a business of Battlefun Corporation Pty Ltd – ABN 29 116 539 461 of PO BOX 388 Kingsgrove NSW 1480 and its contractors, staff, agencies, suppliers, distributors, servants, employees, agents, representatives, directors and officers.

**I acknowledge that I have been informed of and understand the nature of the risks involved in participating in Laser Skirmish activity. I am aware that video, audio or images maybe taken by anyone and I acknowledge that Battlefun Laser Skirmish and Battlefun Corporation Pty Ltd have the right to use in its website, facebook and advertisement or publicity in any format, any video, audio and images taken for training, commercial and promotional purposes.**

**1.9 EXECUTED AS A DEED**

PARTICIPANT IS 18 YEARS OLD AND OVER	PARTICIPANT IS UNDER 18 YEARS OLD
<b>Signed sealed and delivered by</b>	<b>Signed sealed and delivered by</b>
Participant Full Name	Participant Full Name
Signature of Participant	Guardian’s Full Name                      Signature of Guardian
Signature of Witness of the Participant	Signature of Witness of the Guardian
Date	Date

*If signing on behalf of Participant, print relationship to Participant. The guardian warrants that he or she has authority to sign this Discharge, Release & Indemnity on behalf of the Participant & agrees to indemnify Battlefun Corporation Pty Ltd and its agents in accordance with the indemnities in this agreement.*