



LASER TAG

PLAYER REGISTRATION FORM

14 Anser Place

Inverloch VIC 3996

PH 0490 488 909

Mobile Strike Laser Tag ABN: 52 020 090 995 (herein referred to as "the Operator") will accept a Participant to engage in its activities being the indoor/outdoor live action Laser Tag game known as "Mobile Strike Laser Tag" subject to the completion and signing of this form and subject to the rules, terms and conditions contained herein.

First Name:

 Surname:

herein referred to as "the Participant"

Address:

Phone:

Mobile:

Date of Birth:

 If the Participant is under the age of 18

Email:

DEFINITIONS

In this deed unless inconsistent with the content or subject matter:

"All claims" means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of the conduct of the activities, including any incidental activity:

"Any loss" means any loss, damage or injury to person, including the Participant, or property included but not limited to any damage or injury occasioned to a Participant by:

- (1) Any logs, trees and branches or any part thereof
- (2) Other Participants
- (3) Any rocks, falling boulders or stones
- (4) Any equipment supplied to the Participant by the Operator
- (5) Any rivers, creeks, streams or any other body of water on the Venue
- (6) Any snakes, spiders, ants or any other wildlife whatsoever
- (7) Any damage or injury whether caused by falling over and/or colliding with another Participant
- (8) Any other damaged or injury otherwise caused

"The Venue" means the location at which the Operator conducts the activities

THE PARTICIPANT COMFORMS AND AGREES WITH THE OPERATOR AS FOLLOWS:

1. ASSUMPTION OF RISK

The inherent nature of the activities conducted by the Operator involves some risk of injury to the Participant which the Participant hereby acknowledges and accepts that risk on his or her behalf or in the case of a minor Participant, the Participants parent or guardian accepts such risk on behalf of the minor Participant.

2. RULES

To abide by the rules of Mobile Strike Laser Tag at all times when present at the Venue and participating in the activities provided and managed by the Operator "the activities"

RULES OF MOBILE STRIKE LASER TAG

(a) No projectiles are to be thrown, kicked or otherwise made airborne by Participants;

(b) No Participant shall engage in;

(i) Reckless, foolish or negligent behaviour which may reasonably create an unacceptable risk of injury to themselves or any other Participant or any agent or employee of the Operator: or

(ii) Any other behaviour which the operator deems in its absolute discretion to be unacceptable

(c) The Operator reserves the right to require any Participant engaging in unacceptable behaviour to leave the Venue;

(d) All Participants must remain within the designated boundaries of the Venue at all times while participating in the activities;

(e) All Participants must wear the following: -

(i) Long trousers and enclosed shoes acceptable to the Operator; and

(ii) All other safety devices that the Operator requires the Participant to wear while engaging in the activities;

(iii) Hats and/or helmets provided by the Operator which the Operator 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 the activities;
- (g) All Participants must follow the directives and instructions of the Operator, agent or employees at all times whilst at the Venue;
- (h) Any Participant who is injured, or observes another Participant to be injured, shall immediately notify the Operator.

3. RELEASE AND DISCHARGE

The Participant hereby releases, discharge and holds the Operator harmless for any loss, injury or damage suffered by the Participant for any reason whatsoever while at the Venue irrespective of whether the Participant is engaged in the activities.

4. INDEMNITY & LIABILITIES FOR MINORS

The Participant hereby indemnifies the Operator against any claim for any negligent act or wilful act omission, breach of contract, breach of statutory duty or otherwise in connection with the Participant’s attendance at the Venue and or the engaging in the activities. Where this deed is executed by a parent or guardian of a minor Participant that the parent or guardian hereby agrees to and hereby warrants that he or she has the authority to sign on behalf of the minor Participant and, notwithstanding any defect in such authority that may become apparent, hereby accepts all the terms, conditions and indemnities on behalf of the minor Participant.

5. WARRANTY AS TO AGE

By personally executing this Deed, the Participant warrants, that he or she is of at least eighteen (18) years of age.

6. BAR TO ACTION

The Participant agrees that his Deed shall be conclusive evidence of the Participants obligation’s and may be pleaded as a bar to any action by the Participant against the Operator arising out of or as a consequence of participation in the activities by the Participant.

7. CONFIDENTIALITY

The terms of this deed must be kept strictly confidential except for the purpose of obtaining legal advice.

8. BINDING ON SUCCESSORS

This deed binds the heirs, administrators, executors, personal representative, dependents (if any) and successors of the Participant and ensures for the benefit of the Operator and its successors and assigns.

9. SIGNATURES

I agree that the information about me/Participant in this form is correct. I have read and understood everything in this form.

Executed as a deed:

Please complete **Section A** below if the Participant is **over** the age of 18, or **Section B** if the Participant is **under** the age of 18

Is the Participant under 18 years of age? ☐ YES ☐ NO (if answered YES skip to Section B)

Section A (Participant over the age of 18)

(Print Participants full name) (Signature of Participant)

(Signature of witness of Participant) (Date)

Section B (Participant under the age of 18)

(Print Participants full name) (Signature of Guardian)

(Print Signee/Guardian full name) (Signature of witness of Guardian) (Date)

Images/photos taken whilst with Mobile Strike may be used in advertising. Please tick box if you wish the “Player” as listed above, to be omitted ☐

NOTE: To be effective as a Deed, the Participant execution of this document must be made in the presence of a witness who must also sign in the place provided

WARNING: Under the provisions of the Fair-Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are rendered with due care and skill and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances and reasonable fit for any particular purpose or might reasonable be expected to achieve any result you have made known to the supplier. Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree to these conditions, do not apply to you. If you sign this form, you will be agreeing that your rights to sue he supplier under the Fair Trading Act 1999 if you are killed or injured because the services were rendered with due care and skill or they were not reasonable fit for there purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier’s part. “Gross negligence” is defined in the Fair Trading (Recreational Services) Regulations 2004.