

Welcome to Cedar Laser Tag. To be able to play each player MUST have

- 1. This form completed**
- 2. Enclosed shoes**
- 3. A hat or beanie to hold the laser tag sensors**

First Name: _____ Surname: _____

Date of Birth: __ / __ / __ Phone: _____

Email: _____

1.1 MYSELF & MY EXECUTORS, ADMINISTRATORS & ASSIGNS ACKNOWLEDGE & COVENANTS & AGREE WITH THE TERMS & CONDITIONS:

All guardians acknowledge that the participant enters the venue at their own risk. The participant agrees to abide by the rules & must follow the directives of Laser Tag staff at all times when present at the Laser Tag Venue.

- (a) No projectiles are to be thrown, kicked or otherwise made airborne by participants.
- (b) No participant shall engage in:-
 - o Skylarking or reckless behaviour or foolish behaviour; or
 - o Any other behaviour likely to cause injury to themselves or other participants; or to employees or agents of Laser Tag; or
 - o Any other behaviour which Laser Tag deems in its absolute discretion to be unacceptable.Laser Tag may require any participant engaging in unacceptable behaviour to leave the Laser Tag Venue.
- (c) Each participant must remain within the designated boundaries of the Laser Tag Venue at all times.
- (d) Each participant will be required to wear the following:-
 - o Enclosed shoes; and
 - o Hats and/or bandanas;
 - o All other safety devices that Laser Tag may require the participant to wear.
- (e) Any participant who is unable or refuses to comply with rule (d) will not be permitted to participate in Laser Tag.
- (f) I acknowledge that there are risks associated with Laser Tag. As a matter of law I have no right to claim compensation from anyone if I am harmed because of an obvious risk materialising while I am at Laser Tag. I voluntarily assume all risks associated with Laser Tag and other activities.
- (g) Any participant injured, or observing another participant to be injured, shall immediately notify Laser Tag staff.
- (h) I hereby authorise Laser Tag to send me newsletters and special offers to my email address supplied. I further understand that I can terminate the transmission of such materials by return email by typing the word "Unsubscribe".

1.2 PARENTAL SUPERVISION

All guardians acknowledge that while this is a supervised venue, guardians including parents hosting kids parties, are required to supervise children in their care at all times. Guardians are welcome to walk onto the field at any time.

1.3 RELEASE TO USE IMAGES

The participant agrees to Laser Tag taking photographs, film and other images while participants are at the venue and to copyright, use and publish them in print and/or electronically, with or without my name, royalty free for any lawful purpose (including commercial advertising). **TICK THIS BOX IF YOU DO NOT AGREE TO PHOTOGRAPHS**

1.4 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 Tag arising out of or as a consequence of Laser Tag or any incidental activities.

1.5 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 Tag and its successors and assigns.

1.6 PRIVACY

Laser Tag collects information from you for the primary purpose of providing quality outdoor Laser Tag entertainment. We may use the info you provide for: administrative purposes, billing purposes (if required), research and emergency situations whereby staff/hospitals require access to a participants records for appropriate purposes.

1.7 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 Tag, 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 Tag Venue;
 - iv) Any snakes, spiders or any other wildlife whatsoever;
 - v) Other participants;
 - vi) Any equipment supplied to the Participant by Laser Tag in connection with Laser Tag;
 - vii) or otherwise arising out of the Participant's involvement in Laser Tag.
- (b) 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 Tag" means the outdoor action role-play combat game run by A.M. Scheers & S.J. Walsh trading as Cedar Galleries Art & Crafts Village and/or Cedar Entertainment. It means the business of 49544 Bruce Highway, Calliope, Q4680 and its agencies, suppliers, distributors, servants, employees, agents, representatives, contractors, subcontractors, directors and officers, subsidiaries, related or associated companies. "Laser Tag" means the activity of playing laser tag at various venues and includes the use of gaming guns, mines and other accessories and equipment and facilities which relate in any way to the activity of laser tag. Laser Tag may also be known as Laser Skirmish.

"Laser Tag Venue" means the location at which Laser Tag is being convened;

"Other activities" means anything except laser tag which occurs at a venue and includes (without limitation) the use of all equipment, services, land, buildings, car parks, paths, at the venue (except when playing laser tag.)

"Participant" means their FULL NAME, and DATE OF BIRTH as indicated on this form.

1.8 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 Tag in terms of the indemnity contained herein.

1.9 SIGNATURES

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

SIGN HERE IF YOU ARE OVER 18:-

Signature of participant as listed in Part 1

Date

GUARDIAN SIGN HERE IF THE PARTICIPANT IS UNDER 18:-

Signature of guardian of participant as listed in Part 1

Date

Print full name of the guardian

Guardian's 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 Tag in accordance with the indemnities in this agreement.