

Laser Skirmish Gold Coast Pty Ltd - customer / disclaimer form

Hand completed form to the Mission Director PRIOR TO PLAY

Phone: 1300 665 620 Fax: 07 5527 3286 Email: info@laserskirmishgc.com.au Internet: www.laserskirmishgc.com.au

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|------------|--|---------|--|---------------|--|
| First name | | Surname | | Date of Birth | |
| Address | | Suburb | | Postcode | |
| Telephone | | Email | | Sex | |

Limit of Liability, Release and Indemnity

By his/her signature that is contained within this customer/disclaimer form, the participant/customer acknowledges that he/she has read, understands, agrees to and accepts all of the following to the extent permitted by law:

- 1) The participant acknowledges and accepts the inherent risks of the proposed recreational and leisure activity provided by Laser Skirmish Gold Coast Pty Ltd ("Laser Skirmish") and the possibility of personal injury or property damage or loss resulting therefrom.
- 2) The participant agrees to abide by the following rules of Laser Skirmish at all times while present at the Laser Skirmish venue:
 - a) The participant shall not engage in skylarking or reckless or foolish behaviour likely to cause injury to himself/herself or other participants or employees or agents of Laser Skirmish.
 - b) Each participant must remain within the designated boundaries of the Laser Skirmish venue at all times.
 - c) Each participant will be required to wear shoes that fully cover and adequately protect the feet.
 - d) All participants must follow the directives of Laser Skirmish and its management and staff at all times.
 - e) Any participant injured, or observing that another participant has been injured, shall notify Laser Skirmish management or staff of the incident immediately.
- 3) All participants agree to fully compensate Laser Skirmish for damage and/or loss to the property of Laser Skirmish where such damage or loss is attributable to their own careless or intentional actions.
- 4) All participants agree to indemnify Laser Skirmish against all claims made by any other person against Laser Skirmish in respect of injury, loss or damage arising out of or in connection with the participant's failure to comply with the rules and/or directions of Laser Skirmish, its management or staff.
- 5) By participating in all activities at the Laser Skirmish venue, the participant acknowledges and accepts that Laser Skirmish does not accept liability whatsoever from:
 - a) All manner of accidents that may result in injury or worse and/or property damage or loss of any kind therefrom;
 - b) Inability of the participant to continue in their present work or profession as a result of any injury sustained during the Laser Skirmish activity;
 - c) Any injury or death or loss of any kind that may be attributed to acts of terrorism;
 - d) The forces of nature, including, but not limited to earthquake, fire, flood and landslide;
 - e) Accident to, or failure of machinery or equipment or industrial action that may cause injury or worse or loss of any kind.
- 6) The participant understands and acknowledges the dangers associated with consumption of alcohol and mind altering substances before or during the Laser Skirmish activity, and the participant accepts full responsibility for injury, loss or damage associated with any such consumption.
- 7) If the participant suffers any injury or illness, the participant agrees and consents that Laser Skirmish may provide evacuation, first aid and medical treatment at the participant's expense.
- 8) The participant releases, waives and forever holds harmless Laser Skirmish from all claims for any loss sustained by himself/herself in connection with the Laser Skirmish activity.
- 9) The participant agrees that the terms and conditions contained herein may be pleaded as a bar to any action, suit or proceedings taken at any time by the participant against Laser Skirmish arising out of or as a consequence of participation in the Laser Skirmish activity or any incidental activities.
- 10) By personally executing this customer/disclaimer form the participant warrants that he/she is at least eighteen (18) years of age. Where this customer/disclaimer form is executed by a parent, guardian or other person, for and on behalf of the participant, the person executing this customer/disclaimer form warrants that he or she has authority to do so and that such parent, guardian or other person, agrees to indemnify Laser Skirmish in terms of the Indemnity contained in clause 4 hereof.
- 11) These terms and conditions bind the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the participant and inures for the benefit of Laser Skirmish and its successors and assigns.
- 12) The participant acknowledges and accepts that no refunds will be made for any unused services which are included in the ticket price of participating in the Laser Skirmish activity.

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| Signature (if participant is under 18 years of age refer to clause 10 hereof): | |
| Name of Person Signing This Document (if not the participant): | |
| Date: | |