



DISCLAIMER FORM

DEED OF DISCHARGE, REALEASE & INDEMNITY

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

The participant agrees to abide by the rules of LOCK & LOAD LASER TAG at all times when present at their event.

- (a) No projectiles are to be thrown, kicked or otherwise made airborne by participants.
- (b) No climbing of trees or any other objects within the boundaries of the battlefield.
- (c) No participants 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 of LOCK & LOAD LASER TAG
 - Any other behaviour which LOCK & LOAD LASER TAG deemed in its absolute discretion to be unacceptable.
- (d) Each participant must remain within the designated boundaries of the laser tag battlefield at all times during
- (e) Each participant will be required to wear the following
 - Enclosed shoes
 - Hat
 - All other safety devices that LOCK & LOAD LASER TAG 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 laser tag
- (g) All participants must follow the directives of LOCK & LOAD LASER TAG at all times.
- (h) Any participant injured, or observing another participant to be injured shall immediately notify LOCK & LOAD LASER TAG staff of the incident
- (i) The participant agrees to LOCK & LOAD LASER TAG taking photographs, film and other images while participants are at the laser tag event and to develop, promote on social media, print, reproduce and to use them royalty free for any purpose (including commercial advertising). If you choose for yours or your child's images not to be used in any promotional and / or advertising means, you must tick the appropriate box in the following disclaimer form

1.2. REALEASE AND DISCHARGE:

The participant releases, dischargers, waives and forever holds harmless LOCK & LOAD LASER TAG from all claims for any loss sustained by the participant whether caused by LOCK & LOAD LASER TAG negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with LOCK & LOAD LASER TAG.

1.3 INDEMNITY:

The participant indemnifies LOCK & LOAD LASER TAG against all claims for any loss sustained by the participant, whether caused by LOCK & LOAD LASER TAG from all claims for any loss sustained by the participant whether caused by LOCK & LOAD LASER TAG negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with LOCK & LOAD LASER TAG.

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 persons for and on behalf of the participant, the person so executing warrant that he or she has authority to do so and that such parent, guardian or other person agrees to indemnify LOCK & LOAD LASER TAG in terms of the indemnity contained in clause 1.3 hereof

1.5 BAR TO ACTION:

The participant agrees that this deed maybe plead as a bar to any action, suit or proceedings taken at any time by the participant against LOCK & LOAD LASER TAG arising out of or as a consequence of laser tag or any accidental 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 LOCK & LOAD LASER TAG and its successors and assigns.

1.8 PRIVACY:

LOCK AND LOAD LASER TAG collects information from you for the primary purpose of providing quality laser tag entertainment. We require you to provide us with details so that we may properly attend to your needs. This means we will use the information that you provide in the following ways: Administrative purposes, billing purposes (if required), disclosure for research and quality assurance activities to improve entertainment services, and if needed, emergency situations where by staff/ hospitals require access to a participants records for appropriate purposes.

1.9. DEFINITIONS:

In this Deed unless inconsistent with the context or subject matter:

"All claims" means all claims, actions, suits, demands, damages, interest in cost arising out of or as a consequence of LOCK & LOAD LASER TAG, including any incidental activity;

"Any loss" means any loss, damage or injury to person (including the participant) or a property including but not limited to:-

- (a) Any damage or injury occasioned to a participant, howsoever, by:-
 - any logs, trees and branches or any part thereof;
 - any rocks, falling boulders or stones;
 - any rivers, creeks, streams or any other body of water existing at a LOCK & LOAD LASER TAG event venue;
 - any snakes, spiders or any other wildlife whatsoever;

- other participants
Any equipment supplied to the participant by LOCK & LOAD LASER TAG in connection with LOCK & LOAD LASER TAG; or otherwise arising out of the participants involvement in LOCK & LOAD LASER TAG.
 - (b) Any damage or injury occasioned to a participant as a result of a participant:-
 - Slipping on rocks, boulders, logs, tree, land or any other substance; and/or
 - Falling over; and/or
 - 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

2.0 SIGNATURES:
Executed as a Deed

BY SIGNING THIS DOCUMENT, YOU AGREE AND ACKNOWLEDGE THAT LOCK & LOAD LASER TAG (ABN: 79 301 961 543) IS TO PERMIT YOU TO PARTICIPATE IN A LIVE LASER EVENT AND THAT THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN A LIVE LASER EVENT AND THE AGREEMENT BETWEEN YOU AND LOCK & LOAD LASER TAG (ABN 79 301 961 543) 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 AND 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.

PLAYERS SIGNATURES

PLEASE TICK A BOX

The participant does **NOT AGREE** to LOCK & LOAD LASER TAG using photographs, film to develop, promote on social media, print, reproduce and to use them royalty free for any purpose (including commercial advertising)

The participant does **AGREE** to LOCK & LOAD LASER TAG using photographs, film to develop, promote on social media, print, reproduce and to use them royalty free for any purpose (including commercial advertising)

GUARDIAN SIGN HERE IF PARTICIPANT IS UNDER 18

Signed sealed and delivered by:

PRINT CHILD'S FULL NAME: _____ Date: _____

Gender: Male Female

Signature of parent/guardian: _____ Age: _____

Relationship to participant: _____

Who warrants that he or she has the authority to sign this Discharge, Release and indemnity on behalf of the participant and agree to indemnity LOCK & LOAD LASER TAG in accordance with the indemnities contained in this agreement.

PLAYERS CODE OF CONDUCT

- (1) _____ **Initial Here.** I agree to play according to the rules instructed by the staff of LOCK & LOAD LASER TAG.
- (2) _____ **Initial Here.** I accept all full responsibility for damage to LOCK & LOAD LASER TAG premises and/or equipment
- (3) _____ **Initial Here.** I agree to inform LOCK & LOAD LASER TAG staff of any medical condition or treatment that I have, prior to participating

Any Health/ Physical Conditions: _____