



## **DISCHARGE, RELEASE & INDEMNITY**

### **IN CONSIDERATION OF TAS LASER SKIRMISH PERMITTING THE PARTICIPANT TO PARTICIPATE IN LASER SKIRMISH:**

#### **1.1 RULES, TERMS AND CONDITIONS:**

The Participant agrees to abide by the following rules of Tas Laser Skirmish 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 Tas Laser Skirmish; or
  - Any other behaviour which Tas Laser Skirmish deems in its absolute discretion to be unacceptable.
- (c) Tas Laser Skirmish may require any participant engaging in unacceptable behaviour to leave the Laser Skirmish Venue.
- (d) Each participant must remain within the designated boundaries of the Laser Skirmish Venue at all times.
- (e) Each participant will be required to wear, Long trousers and enclosed shoes, Hats provided by Tas Laser Skirmish and all other safety devices that Tas Laser Skirmish 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 Laser Skirmish.
- (g) All participants must follow the directives of Tas Laser Skirmish at all times.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Tas Laser Skirmish staff.

#### **1.2 ACKNOWLEDGMENT**

The Participant hereby acknowledges that outdoor activities involve risks and dangers of serious bodily injury including permanent disability, paralysis and death due to but not limited to the inherent risk and dangers of outdoor activities, hazardous natural conditions, wildlife and the acts and conduct of persons including any negligence and that the Participant is aware of these risks and dangers.

#### **1.3 RELEASE & DISCHARGE**

The Participant releases, discharges, waives and forever holds harmless Tas Laser Skirmish from All Claims for Any Loss sustained by the Participant whether caused by Tas Laser Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser Skirmish to the fullest extent permitted by law .

#### **1.4 INDEMNITY**

The Participant indemnifies Tas Laser Skirmish against All Claims for Any Loss sustained by the Participant whether caused by Laser Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Participant's participation in Laser Skirmish.

#### **1.5 WARRANTY AS TO AGE**

With the exception of where this Agreement is executed by a parent, legal guardian , representative or agent of the Participant the Participant warrants that he or she is at least of eighteen (18) years of age.

#### **1.6 WARRANTY AS TO FITNESS**

The Participant warrants that to his or her knowledge that the Participant is of adequate health and fitness to participate in Laser Skirmish and he or she is not aware of any physical condition that may endanger the Participant or any other participants participating in Laser Skirmish. The Participant consents to any emergency medical attention to be provided by Tas Laser Skirmish if deemed warranted by Tas Laser Skirmish.

#### **1.7 BAR TO ACTION**

The Participant agrees that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against Tas Laser Skirmish arising out of or as a consequence of Laser Skirmish or any incidental activities.

#### **1.8 CONSENT**

Where this Agreement is executed by a parent, legal guardian , representative or agent for and on behalf of the Participant, the person so executing warrants that he or she has authority to do so and that such person consents to the Participant participating in Laser Skirmish and in executing this Agreement agrees to the terms and conditions of this Agreement and without limitation provides to Tas Laser Skirmish the acknowledgments, warranties, releases, discharges and indemnities on behalf of the Participant in the terms as contained in clauses 1.2, 1.3, 1.4, 1.6 and 1.7 hereof.

#### **1.9 CONFIDENTIALITY**

The Participant must keep the terms of this Agreement strictly confidential and no disclosure of the terms of this Agreement is to be made by the Participant other than for the purpose of obtaining legal advice.

#### **2.0 BINDING ON SUCCESSORS**

This Agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and enures for the benefit of Tas Laser Skirmish and its successors and assigns.

#### **2.1 DEFINITIONS**

In this Agreement 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 the Participant's participation in Laser Skirmish, 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 Skirmish Venue; iv) Any snakes, spiders, Leeches or any other wildlife whatsoever; v) Other participants; vi) Any equipment supplied to the Participant by Tas Laser Skirmish in connection with Laser Skirmish; vii) Or otherwise arising out of the Participant's involvement in Laser Skirmish.
- (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; or (B) Accident; or (C) Another participant; or (D) Flora or fauna; or (E) However otherwise caused.

"Laser Skirmish" means the outdoor game run by Mobile Laser Combat PTY LTD (ACN 125 944 943) trading as Tas Laser Skirmish or Mobile Laser Combat.

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

"Participant" means that person described under the heading "Participant Details" on the first page of this Agreement.

"Tas Laser Skirmish" means the business run by Mobile Laser Combat Pty Ltd (ACN 125 944 943) trading as Tas Laser Skirmish and/or Mobile Laser Combat and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.