

# MEMBERSHIP FORM

**HAND COMPLETED FORM TO SESSION MANAGER PRIOR TO PLAY**

## TELL US ABOUT YOU

First Name:

Surname:

Date of Birth:  /  /   
(dd/mm/yyyy)

Sex:  Male  Female

Address:

Suburb / City:

State:  Post Code:

Telephone No:   
including area code

How Did You Find Us?

Radio  Party Guest  Web  Word of Mouth  White / Yellow Pages  TV (Which Program?)  Camper  Played Before ?

Other Pls Specify

## DEED OF DISCHARGE, RELEASE & INDEMNITY

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

The participant agrees to abide by the rules of DDLS at all times when present at a DDLS 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 which DDLS deems in its absolute discretion to be unacceptable.
  - Any other behaviour likely to cause injury to themselves or other participants; or to employees or agents of DDLS; or
- (c) DDLS may require any participant engaging in unacceptable behaviour to leave the DDLS Venue.
- (d) Each participant must remain within the designated boundaries of the DDLS Venue at all times.
- (e) Each participant will be required to wear the following:-
- Long trousers and Enclosed shoes; and
  - Hats and/or Helmets provided by DDLS;
  - All other safety devices that DDLS 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 Lasertag.
- (g) All participants must follow the directives of DDLS at all times.
- (h) Any Participant injured, or observing another participant to be injured, shall immediately notify DDLS staff of the incident.

### 1.2 RELEASE & DISCHARGE

The Participant releases, discharges, waives and forever holds harmless DDLS from All Claims for Any Loss sustained by the Participant whether caused by DDLS's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with DDLS. The participant agrees to DDLS taking photographs, film and other images while the participants are at the venue and to develop, print, reproduce and use them royalty free for any purpose (including commercial advertising).

### 1.3 INDEMNITY

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

### 1.4 WARRANTY AS TO AGE

By personally executing this Deed, the Participant warrants the he or she is at least of seventeen (17) 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 of other person agrees to indemnify DDLS in terms of the indemnity contained in clause 1.3 hereof.

**1.5 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 DDLS arising out of or as a consequence of Lasertag or any incidental activities.

**1.6 CONFIDENTIALITY**

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

**1.7 BINDING ON SUCCESSORS**

This Deed binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for the benefit of DDLS and its successors and assigns.

**1.8 PRIVACY**

DDLS collects information from you for the primary purpose of providing quality outdoor Lasertag 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 you provide in the following ways: administrative purposes, billing purposes (if required), disclosure for research and quality assurance activities to improve entertainment service, and if needed, emergency situations whereby 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 and costs arising out of or as a consequence of Lasertag, 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 Lasertag Venue;
- iv) Any snakes, spiders or any other wildlife whatsoever;
- v) Other participants;
- vi) Any equipment supplied to the Participant by DDLS in connection with Lasertag;
- vii) or otherwise arising out of the Participant's involvement in Lasertag.

(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

(-)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 live action role-play combat game run by Darling downs laser skirmish

“Lasertag” means the outdoor live action role-play combat game tun by Darling downs laser skirmish

“DDLS Venue” means the location at which Lasertag/Laser Skirmish is being convened;

“Participant” means their FULL NAME and ADDRESS as per section one of this form

“DDLS” means a business of Darling Downs Laser Skirmish ABN 76 491 429 256 of PO Box 191, Goombungee Qld 4354 and agensics, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

**1.10 SIGNATURES**

Executed as a deed:

**SIGN HERE IF YOU ARE OVER 18:-**

<b>SIGNED SEALED AND DELIVERED</b> by _____ ) _____ ) (PARTICIPANT'S FULL NAME) )	_____ ) Signature of Participant _____ ) Signature of Witness of the Participant
Dated: _____	

**GUARDIAN SIGN HERE IF THE PARTICIPANT IS UNDER 18:-**

<b>SIGNED SEALED AND DELIVERED</b> by _____ ) _____ ) PRINT PARTICIPANT'S FULL NAME ) _____ ) (SIGNEE'S FULL NAME) )	_____ ) Signature of Guardian _____ ) Signature of Witness of the Guardian
(if signing on behalf of Participant, print relationship to Participant) who warrants that he or she has authority to sign this Discharge, Release and Indemnity on behalf of the Participant and agrees to indemnify DDLS in accordance with the indemnities contained in this agreement.	Dated: _____

*\*NOTE: To be effective as a Deed, Participant's, their parent's or guardian's execution of this document must be signed in the presence of a witness who must also sign in the place provided.*