

# LASER CORPS

## COMBAT ADVENTURES

www.lasercorps.com.au Tel: 6278 1233 Email: admin@lasercorps.com.au  
West Australian Adventure Company Pty Ltd T/A Laser Corps WA ABN 4069 151 8475

Main Battlefields: SWAN VALLEY –Swan Valley Oasis Resort 10250 West Swan Rd Henley Brook,  
BIBRA LAKE Progress Dr Bibra Lake (enter via Adventure World car park & old Bungee West stairs)

### Laser Corps Disclaimer Form Please Print & hand in on the day

Please complete front and back and hand to Mission Director PRIOR TO PLAY. Game date: \_\_\_\_\_

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb/City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_ Tel: \_\_\_\_\_

Company/Organisation: \_\_\_\_\_ Sex: \_\_\_\_\_ Date of Birth (dd/mm/yy): \_\_\_\_\_

Email if you want photos & serious discounts: \_\_\_\_\_

I confirm I have not consumed any alcohol on the day of play. Intial: \_\_\_\_\_

BY SIGNING THIS DOCUMENT, YOU AGREE & ACKNOWLEDGE THAT WEST AUSTRALIAN ADVENTURE COMPANY PTY LTD T/A LASERCORPSWA (ABN 4069 151 8475) IS TO PERMIT YOU TO PARTICIPATE IN LASER SKIRMISH AND THAT THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN LASER SKIRMISH AND THE AGREEMENT BETWEEN YOU AND WEST AUSTRALIAN ADVENTURE COMPANY PTY LTD T/A LASERCORPS WA (ABN 4069 151 8475) 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 & 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.

#### 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 Laser Corps at all times when participating in laser-tag.

- (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 of Other participants; or Employees or agents of Laser corps
  - Any other behaviour which Laser corps deems in its absolute discretion to be unacceptable.
- (c) Laser corps may require any participant engaging in unacceptable behaviour to leave the Laser-tag Venue.
- (d) Each participant must remain within the designated boundaries of the Laser-tag Venue at all times.
- (e) Each participant will be required to wear the following:
  - Long trousers (If the Full Camouflage clothes option has been chosen these are be provided by Laser Corps & we recommend you wear shorts & T shirt underneath **if not you must wear your own long trousers**).
  - Enclosed shoes (not provided by Laser Corps), Hats and/or helmet (provided by Laser Corps).
  - All other safety devices that Laser corps may require the participant to wear.
- (f) Any participant who is unable or refuses to comply with rule will not be permitted to participate in Laser-tag.
- (g) All participants must follow the directives of Laser corps at all times.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Laser corps staff of the incident.

##### 1.2. Liability:

It is hereby agreed and understood that:

- (a) Each participant accepts that these activities are dangerous and can result in injury;
- (b) Each participant accepts the risks involved and are responsible for their own actions and/or involvement;
- (c) Each participant is not under any obligation to participate or complete the activities if they have concerns about their ability to do so;
- (d) If anything is unclear to them in the briefing then they will raise their concerns with a member of Laser Corps staff;
- (e) To the best of your knowledge, each participant is physically able to participate in the advertised activity and know of no reason as to why they should not.

##### 1.3. RELEASE AND DISCHARGE:

The participant releases, discharges, waives and forever holds harmless Laser Corps from all claims for any loss sustained by the participant whether caused by Laser corps negligent act or willful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser corps.

##### 1.4. INDEMNITY:

The Participant indemnifies Laser Corps against All Claims for Any Loss sustained by the Participant whether caused by Lasercorps.com.au from All Claims for Any Loss sustained by the participant whether caused by Laser Corps negligent act or willful act or omission, breach of contract, breach of statutory duty or Otherwise in connection with Laser-tag.

**1.5 BAR TO ACTION:**

The participant agrees that this Deed may be plead as a bar to any action, suit or proceedings taken at any time by the Participant against Laser corps arising out of or as a consequence of Laser-tag or any incidental 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 Laser corps and its successor and assigns.

**1.8. 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 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 corps 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:-
  - i)Slipping on rocks, boulders, logs, trees, land or any other substance; and/or
  - ii) Falling over; and/or
  - iii) 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.

**1.1. 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 corps in terms of the indemnity contained in clause 1.4 hereof

“laser corps” means the outdoor live action role-play combat run by Laser corps WA trading as Laser Corps.

“laser corps venue” means the location at which Lasertag/Laser corps is being convened;

Laser corps.com.au” means a business of Laser corps WA – ABN 4069 151 8475

“West Australian Adventure Company ABN 4069 151 8475 T/A Laser Corps”

**1.9. SIGNATURES:**

Executed as a deed:

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

<b>SIGNED SEALED AND DELIVERED BY</b>	
_____	_____
(Participant’s full name)	Signature of participant
Dated: _____	_____
	Signature of Witness of the Participant

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

<b>SIGNED SEALED AND DELIVERED BY</b>	
_____	_____
(PRINT CHILDS FULL NAME	(Print Witness Name)
_____	_____
(Signature of Parent/Guardian)	(Signature of Witness of Guardian)
_____	_____
(Relationship to participant)	Date
who warrants that he or she has the authority to sign this Discharge, Release and Indemnity on behalf of the participant and agrees to indemnify Laser Corps in accordance with the indemnities contained in this agreement.	

NOTE: To be effective as a deed, Participant’s, their parents or guardian’s execution of this document must be signed in the presence of a witness who must also sign in the place provided.