

PARTICIPANT'S DETAILS

Participant's Full Name:

Email:

We will forward details to our members for upcoming events and special offers.

Address:

Suburb/City:

State: Postcode:

Date of Birth:

Male: or Female: (please tick)

Telephone:

Mobile:

Note: *Some legal age restrictions apply. Under twelve (12) years of age can ONLY use the gaming gun designated "SCORPION SMG".*

DISCHARGE, RELEASE & INDEMNITY

IN CONSIDERATION OF BATTLEZONE: PLAYLIVE PERMITTING THE PARTICIPANT TO PARTICIPATE IN BATTLEZONE: PLAYLIVE:

1.1 RULES, TERMS AND CONDITIONS

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

1.2 ACKNOWLEDGEMENT

The Participant hereby acknowledges that indoor and/or 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 indoor and/or 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 Battlezone: PlayLive from All Claims for Any Loss sustained by the Participant whether cause by Battlezone: PlayLive's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Battlezone: PlayLive to the fullest extent permitted by law. The Participant agrees to Battlezone: PlayLive taking photographs, film and other images while participants are at the venue and to develop, print, reproduce and use them royalty free for any purpose (including commercial advertising).

1.4 INDEMNITY

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

1.5 WARRANTY AS TO AGE

By personally executing this Agreement, the Participant warrants that he or she is at least of eighteen (18) years of age. Where this Agreement 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 Battlezone: PlayLive in terms of the indemnity contained in clause 1.4 hereof.

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 Battlezone: PlayLive and he or she is not aware of any physical condition that may endanger the Participant or any other participants participating in Battlezone: PlayLive. The Participant consents to any emergency medical attention to be provided by Battlezone: PlayLive if deemed warranted by Battlezone: PlayLive

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 Battlezone: PlayLive arising out of or as a consequence of Battlezone: PlayLive or any incidental activities.

1.8 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.

1.9 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 Battlezone: PlayLive and its successors and assigns

2.0 PRIVACY

Battlezone: PlayLive collects information from you for the primary purpose of providing quality outdoor Battlezone: PlayLive entertainment. We require you to provide us with details so that we may properly attend to your needs. This means we will use the info 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 situation whereby staff/hospitals require access to a participant's records for appropriate purposes.

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 Battlezone: PlayLive, 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 of any part thereof;
 - ii) Any rocks, falling boulders or stones;
 - iii) Any rivers, creeks, streams or any other body of water existing at a Battlezone: PlayLive Venue;
 - iv) Any snakes, spiders or any other wildlife whatsoever;
 - v) Any stairs, ramps, doors, glass, concrete floors, fencing, or part of any building or vehicle
 - vi) Other participants;
 - vii) Any equipment supplied to the Participant by Battlezone: PlayLive in connection with Battlezone: PlayLive; Or otherwise arising out of the Participant's involvement in Battlezone: PlayLive
- (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.

"Battlezone: PlayLive: means the outdoor game run by C.J.R Sweeney Pty. Ltd. Trading as Battlezone: PlayLive and will be known as same.

"Battlezone: PlayLive Venue" means the location at which Battlezone: PlayLive is being convened;

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

"Battlezone: PlayLive" means the business run by C.J.R Sweeney Pty. Ltd. ABN 23 003 692 653 of 1/84 Salamander Way, Salamander Bay 2317 trading as Battlezone: PlayLive and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors and officers.

2.2 SIGNATURES

Executed as an Agreement:

BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT AND THAT YOU ARE AWARE THAT IT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF RIGHTS.

OVER 18 (SIGN HERE):

Participant's Full Name:

Participant's Signature:

Dated:

Witness Full Name:

Witness Signature:

Dated:

UNDER 18 (LEGAL GUARDIAN SIGN HERE):

Participant's Full Name:

Guardian Full Name:

Guardian Signature:

Dated:

Guardian Telephone:

Mobile:

Witness Full Name:

Witness Signature:

Dated:

Battlezone: PlayLive

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