

Waiver

ABN 61 107 370 383

Phone: 0403 254 069



Participant Details

Full Name:

Address:

Suburb: Postcode:

Phone no. : Mobile:

Email Address:

Gender: Male Female Date of Birth:

How did you find out about us? (Please tick) Phone book Web Friend Other

Discharge, release and indemnity

1. The participant agrees to abide by the rules of Perth Laser Sports when present at the Perth Laser Sports venue

- (a) No projectiles to be thrown, kicked or otherwise be made airborne by participants.
- (b) No participants shall engage in :-
 - a. Skylarking or reckless or foolish behavior; or
 - b. Any behavior likely to cause injury to themselves or other participants, or employees or agents of Perth Laser Sports; or
 - c. Any behavior that Perth Laser Sports deems to be unacceptable.
- (c) Perth Laser Sports may require any participant engaging in unacceptable behavior to leave the Perth Laser Sports venue.
- (d) Each participant will be required to wear long trousers and enclosed shoes, and other safety devices Perth Laser Sports may require the participant to wear.
- (e) All participants must follow the directives of Perth Laser Sport while present at the Perth Laser Sports venue.
- (f) Any participant injured, or observing another participant to be injured, shall immediately notify Perth Laser Sports staff.

2. Acknowledgment

The participant hereby acknowledges that outdoor activities involve risks and dangers of serious bodily injury including permanent disability, paralysis and death due 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.

3. Release & Discharge

The participant releases, discharges, waives and forever holds harmless Perth Laser Sports from all claims for any loss sustained by the participant whether caused by Perth Laser Sports negligent act or willful act or omission, breach of contract, breach of statutory duty or otherwise in connection with laser sports to the fullest extent permitted by law.

4. Indemnity

The Participant indemnifies Perth Laser Sports against all claims for any loss sustained by the Participant whether caused by Perth Laser Sports' negligent act or willful act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Participant's participation in Laser Sports.

5. Warranty as to age

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

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 Sports and the he or she is not aware of any physical condition that may endanger the Participant or any other participants participating in Laser Sports. The participant consents to any emergency medical attention to be provided by Perth Laser Sports.

7. Bar to Action

The Participant agrees that this agreement may be pleaded as a bar to any action, suit or proceeding taken at any time by the Participant against Perth Laser Sports arising out of or as a consequence of Laser Sports or any incidental activities.

8. Parental Consent

Where the agreement is executed by a parent or legal guardian for and on behalf of the Participant, the person so executing warrants that he or she has the authority to do so and that such parent or guardian or other person agrees to indemnify Perth Laser Sports in terms of the indemnity contained in clauses 1.1, 1.2, 1.3, 1.4, 1.6, 1.7 hereof.

9. Confidentiality

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

10. Binding on Successors

This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and endures for the benefit of Perth Laser Sports and its successors and assigns.

11. Definitions

In this agreement, unless inconsistent with the 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 Participants participation in Laser Sports, 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 the Participant howsoever by :- (i)Any logs trees and branches or any part thereof; (ii)Any rocks, falling boulders or stones; (iii) Any rivers creeks or streams or any other body of water existing at a Perth Laser Sports venue; (iv)Any snakes, spiders or other wildlife whatsoever; (v)Other participants; (vi) Any equipment supplied to the Participant by Perth Laser Sports in connection with Laser Sports; (vii)Or otherwise arising out of the Participants involvement in Laser Sports

B. Any damage or injury occasioned to a Participant as a result of a Participant :-

(i) Slipping on rocks, boulders, logs, trees land and/or any other substance; and/or

(ii) 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 Sports" means the outdoor game run by Extreme Action Sports trading as Perth Laser Sports.

"Laser Sports Venue" means the location at which laser sports is being convened;

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

"Perth Laser Sports" means the business of Extreme Action Sports Pty Ltd – ABN 61 107 370 383 of 17 King William st. Bayswater and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

12. 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 a waiver of rights.

_____	_____
Print Participants Full Name	Signature of Participant
Dated: _____	

Guardian signs here if the Participant is under 18 :-

_____	_____
Guardians Full Name	Signature of Guardian

Relationship to Participant	Dated: _____