

Members Details

Your Codename _____ (Max: 15 Letters)*

Surname _____

First Name _____

Address _____

Suburb _____ Postcode _____

Phone _____

Email Address _____

Sex (M / F)

Date of Birth _____ / _____ / _____

Signature _____

How did you hear about us? Family/Friends
Work Social Groups TV Party
Other _____

I have read, understood and agree to each of the terms of this membership application, including specifically the nature and effect of the exclusion of liability and indemnities in clauses 4 and 5 that operate to the benefit of Laserforce.

If the participant is under the age of eighteen (18) years of age, this membership application must be submitted on behalf of that person by a parent or guardian.

The person submitting:

- Warrants that he or she has authority to do so on behalf of the participant; and
- Agrees to release, discharge and indemnify Laserforce on the terms contained in clause 5.

Submitting this form is authorisation in accordance with this agreement.

Acknowledgement of Risk, Exclusion and Release of Liability

I, the undersigned, acknowledge and agree to the following terms and conditions:

1. Laserforce: Laserforce for the purpose of this membership application means Janeagle Pty Ltd trading as Cairns Kart Hire Track (ABN 50 010 928 051) and its employees, officers and agents.

2. Rules: I will abide by the following rules and follow the directions of Laserforce at all times when present at the laser tag venue:

- No running, reckless or foolish behaviour; or other behaviour likely to cause injury to themselves or other Laserforce participants or staff
- No physical contact or swearing
- No removal of your battle suit during play
- No lying down on floor at any time
- No mistreatment to our Laserforce equipment or premises

- Phaser must NOT be held near your face at any time.
- No food or drink to be consumed whilst wearing a battle suit.
- Closed in shoes must be worn at all times
- Any participant injured, or observing another participant injured shall immediately notify Laserforce staff of the incident

3. Acknowledgement of Risk: The activity of laser tag by its nature is subject to risks both foreseeable and unforeseeable, including but not limited to risk of injury as a result of tripping, slipping or falling over, or from coming into contact with objects or other participants in the laser tag arena. I have considered the nature of the activity of laser tag carefully and freely and voluntarily accept all risks associated with it.

4. Exclusion / Limitation of Liability:

4.1 To the maximum extent permitted by law, Laserforce excludes any and all liability for death or personal injury sustained by me in connection with my participation in the activity of laser tag, or any death or personal injury in connection with goods or services supplied in connection with the activity of laser tag, including specifically liability caused by any negligent act or omission, breach of statutory duty and/or breach of contract of Laserforce.

4.2 Without limiting the above, to the extent that liability of Laserforce in connection with the supply of services cannot be excluded but can be limited, then, to the maximum extent permitted by law, the liability of Laserforce is limited to (i) the supply of the services again, or (ii) payment of an amount equal to the cost of having the services supplied again.

5. Release, Discharge and Indemnity:

5.1 I agree to release, discharge and forever hold harmless Laserforce from and against all claims, actions, suits, proceedings, demands, loss, costs and expenses in respect of death or personal injury sustained by me in connection with my participation in the activity of laser tag, or any death or personal injury in connection with goods or services supplied in connection with the activity of laser tag, including specifically liability caused by any negligent act or omission, breach of statutory duty and/or breach of contract of Laserforce.

5.2 I agree to indemnify Laserforce from and against all claims, actions, suits, proceedings, demands, loss, costs and expenses in respect of death or personal injury sustained by me in connection with my participation in the activity of laser tag, or any death or personal injury in connection with goods or services supplied in connection with the activity of laser tag, including specifically liability caused by any negligent act or omission, breach of statutory duty and/or breach of contract of Laserforce.

6. Bar to Action: This document may be pleaded as a bar to any action, suit or proceeding taken at any time by me against Laserforce arising out of or as a consequence of the activity of laser tag or any incidental activities.