



Ultimate Battlefield Membership Form

Hand this completed Membership Application, Release & Indemnity Form to Mission Major **PRIOR TO PLAY**

phone: 03 5987 2478 - mobile: 0405 562 427

email: info@ultimatebattlefield.com.au

website: www.ultimatebattlefield.com.au

In this form: "Ultimate Battlefield" means the activity of laser skirmishing at various venues and includes the use of weapons, mines and other accessories and equipment and facilities which relate in any way to the activity of laser skirmishing. Further, "other activities" means anything except laser skirmishing which occurs at a venue and includes (without limitation) the use of all equipment, services, land, buildings, carparks, paths, at the venue (except when skirmishing.) In exchange for Ultimate Battlefield (with its employees, agents, licenses, contractors, subcontractors, subsidiaries, related or associated companies, associates, and assignees) agreeing to let me take part in laser skirmish. So, I...

First Name: Surname

Address:

Suburb / City:

State:

Post Code: Email

Telephone No: Fax No:

Invited by Corporate/Social Group name:

Sex: Male Female Date of Birth (dd/mm/yy) and now aged years

MEMBERSHIP DETAILS (THIS SECTION IS OPTIONAL)

Favourite Movie: Favourite Game:

Preferred Call Sign: Clan Name:

How did you find us? Radio Friend Work/Social White/Yellow TV Other pls
 Promotion Sign Event Pages Inflatables Event Web - what search
 Newspaper eq Fete term? → specify →

DEED OF DISCHARGE, RELEASE & INDEMNITY

Myself and my executors, administrators and assigns acknowledge and agree that:

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

The participant agrees to abide by the rules of Ultimate Battlefield at all times when present at the Ultimate Battlefield 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 Ultimate Battlefield 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 Ultimate Battlefield; or
- (c) Ultimate Battlefield may require any participant engaging in unacceptable behaviour to leave the Ultimate Battlefield Venue.
- (d) Each participant must remain within the designated boundaries of the Ultimate Battlefield Venue at all times.
- (e) Each participant will be required to wear the following:-
 - Long trousers (covering ankles) and Enclosed shoes; and
 - Hats and/or Caps provided by Ultimate Battlefield;
 - All other safety devices that Ultimate Battlefield 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 Ultimate Battlefield
- (g) All participants must follow the directives of Ultimate Battlefield at all times.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Ultimate Battlefield staff of the incident.
- (i) By signing below, I hereby authorise Ultimate Battlefield to send me newsletters and special product officers to my email address supplied. I further understand that I can terminate the transmission of such materials by return email by typing the work "Unsubscribe" in the subject line.

1.2 RELEASE & DISCHARGE

The Participant releases, discharges, waives and forever holds harmless Ultimate Battlefield from All Claims for Any Loss sustained by the Participant whether caused by Ultimate Battlefield's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Ultimate Battlefield. The participant agrees to Ultimate Battlefield 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).

1.3 INDEMNITY

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

1.4 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 Ultimate Battlefield 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 Ultimate Battlefield arising out of or as a consequence of Ultimate Battlefield 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 enures for the benefit of Ultimate Battlefield and its successors and assigns.

1.8 PRIVACY

Ultimate Battlefield collects information from you for the primary purpose of providing quality outdoor Ultimate Battlefield 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 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 Ultimate Battlefield, 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 Ultimate Battlefield Venue;
 - iv) Any snakes, spiders or any other wildlife whatsoever;
 - v) Other participants;
 - vi) Any equipment supplied to the Participant by Ultimate Battlefield in connection with Ultimate Battlefield;
 - vii) or otherwise arising out of the Participant's involvement in Ultimate Battlefield.
- (b) Any damage or injury occasioned to a Participant as a result of a Participant:-
- o Slipping on rocks, boulders, logs, trees, land or any other substance; and/or
 - o Falling over; and/or
 - o 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.

“Ultimate Battlefield” means the outdoor action roleplay combat game run by Ultimate Battlefield Pty Ltd trading as Ultimate Battlefield.

“Ultimate Battlefield Venue” means the location at which Ultimate Battlefield/Laser Tag is being convened;

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

“Ultimate Battlefield” means a business of Ultimate Battlefield PTY LTD - ABN 261 262 99143 and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

1.10 SIGNATURES

I promise that the information about me/participant in this form is correct. I have read and understand everything in this form. Executed as a deed

SIGN HERE IF YOU ARE OVER 18:-

SIGNED SEALED AND DELIVERED by)	
(PARTICIPANT'S FULL NAME))	Signature of Participant
Dated:		Signature of Witness of the Participant

GUARDIAN SIGN HERE IF THE PARTICIPANT IS UNDER 18:-

SIGNED SEALED AND DELIVERED by)	
PRINT PARTICIPANT'S FULL NAME)	Signature of Guardian
(SIGNEE'S FULL NAME))	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 & Indemnity on behalf of the Participant & agrees to indemnify Ultimate Battlefield Pty Ltd in accordance with the indemnities in this agreement.		Dated: