

Laser Tag Participation Form

Each player must have completed a waiver prior to being permitted to play and enter our game zone.

PLAYERS MUST WEAR CLOSED IN SHOES AND HAT.

First Name:				Surname:					
→ Email:									
Address:									
Suburb/City:									
→ Post Code:			State (or if not from AU, then your home country)						
Telephone No: Including Area Code									
Group Name:									
Gender (optional):		Date of Birth (dd/mm/yy)					now aged		years

You willingly participate in Laser Tag at Discovery Holiday Parks Pty Ltd ('Discovery') and you acknowledge and agree to the terms and conditions below.

Risk Warning

- Participation in recreational activities such as Laser Tag supplied by Discovery can be dangerous and may involve risk. There are risks specifically associated with participation in recreational activities, including insect and other animal bites, collision with other participants or falls/trips due to outdoor hazards such as tree roots or uneven ground which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may have. By agreeing to these terms and conditions, you acknowledge, agree, and understand that participation in the recreational services provided by Discovery may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.
- Participation in Laser Tag may be affected by weather and associated conditions. You accept that in the event of extreme weather conditions Discovery reserves the right to alter the format of, shorten, or cancel Laser Tag in the interest of participant safety. You acknowledge that Discovery will use all reasonable efforts to conduct Laser Tag in the planned format if safe to do so. Should prevailing weather conditions force any change you accept that Discovery is not obliged to provide you with any refund, or provide a credit, or to restage Laser Tag, as weather and associated conditions are beyond the control of Discovery.

Waiver, Release and Indemnity

- A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). By agreeing to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities undertaken because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
- In consideration of Discovery accepting this waiver for your participation in Laser Tag, to the extent permitted by law, you:
 - release and will release Discovery from all Claims that you may have or may have had but for this release arising from or in connection with participation in Laser Tag; and
 - release and indemnify Discovery against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by Discovery Parks or in any other manner whatsoever; and
 - indemnify and will keep indemnified Discovery to the extent permitted by law in respect of any Claim by any person:
 - arising as a result of or in connection with your participation in Laser Tag; and
 - against Discovery in respect of any injury, loss or damage arising out of or in connection with your failure to comply with Laser Tag and/or Discovery Parks rules and/or save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly directions, negligent act or omission of Discovery.

Fitness to Participate

- You declare that you are medically and physically fit and able to participate in Laser Tag. You are not and must not be a danger to yourself or to the health and safety of others. You understand and accept that Discovery will continue to rely upon this declaration as evidence of your fitness and ability to participate in Laser Tag. You will report to Discovery any accidents, injuries, loss or damage suffered by you during Laser Tag before you leave any relevant venue.
- You consent to receiving any medical treatment that Discovery reasonably considers necessary or desirable for you during participation in Laser Tag, including evacuation. You agree that your acceptance of these terms and conditions constitutes your consent to such evacuation or medical treatment.

By signing below, you declare that you have read, understood, acknowledge and agree to the terms and conditions of this application including the exclusion of implied terms, warning, assumption of risk, release and indemnity. By signing below, you agree that you accept participation into Discovery Parks Forster – Laser Tag, and will be bound by these terms and conditions.

Signature: *** Date:

Participants name:

***Where the applicant is under 18 years of age this application must be signed by the applicant's parent or legal guardian.

I..... [insert parents name] of

.....[insert address] am the parent or guardian of the participant. I authorise and consent to the applicant undertaking Laser Tag. I agree to accept in my capacity as parent or guardian, the terms set out in this form.