



C L S Gaming Pty Ltd Indemnity Form

This form is for casual players to be filled out before play
Completed form must be given to Mission Director **PRIOR TO PLAY.**
Contact us on **0428 616 598** or email clsgaming@gmail.com

www.clsgaming.com
www.charvillelaserskirmish.com

ALL PLAYERS MUST WEAR LONG TROUSERS AND COVERED SHOES

Player Registration

Name:	M/F	
Address:		
City:	State:	Postcode:
Telephone No:	Mobile:	
Email:		
Your Company/Organisation:		
Date Of Birth:		

Deed of Discharge, Release & Indemnity

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

The participant agrees to abide by the rules of C L S Gaming Pty Ltd at all times when present at the C L S Gaming Pty Ltd 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 behaviour that is likely to cause injury to themselves or other participants; or to employees or agents of C L S Gaming Pty Ltd; or
- Any other behaviour which C L S Gaming Pty Ltd deems in its absolute discretion to be unacceptable.

(c) C L S Gaming Pty Ltd may require any participant engaging in unacceptable behaviour to leave the C L S Gaming Pty Ltd Venue.

(d) Each participant must remain within the designated boundaries of the C L S Gaming Pty Ltd Venue at all times.

(e) Each participant will be required to wear the following;

- Long trousers (covering ankles) and enclosed shoes; and
- Hats, caps or headwear provided by C L S Gaming Pty Ltd
- All other safety devices that C L S Gaming Pty Ltd 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 laser skirmish/games.

(g) All participants must follow the directives of C L S Gaming Pty Ltd at all times.

(h) Any participant injured, or observing another participant to be injured, shall immediately notify C L S Gaming Pty Ltd staff of the incident.

(I) No participant is to be under the influence of alcohol or any other mind altering drug or substance.

1.2 RELEASE AND DISCHARGE

The participant releases, discharges, waives and forever holds harmless C L S Gaming Pty Ltd from all claims for any loss sustained by the participant whether caused by C L S Gaming Pty Ltd's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with C L S Gaming Pty Ltd. The participant agrees to C L S Gaming Pty Ltd taking photographs, film or 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 C L S Gaming Pty Ltd against all claims for any loss sustained by the participant whether caused by C L S Gaming Pty Ltd's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with C L S Gaming Pty Ltd.

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 C L S Gaming Pty Ltd 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 C L S Gaming Pty Ltd arising out of or as a consequence of laser skirmish/games or any incidental activities.

1.6 CONFIDENTIALITY

The participant must keep the terms of the 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 ensures for the benefit of C L S Gaming Pty Ltd and all its successors and assigns.

1.8 PRIVACY

C L S Gaming Pty Ltd collects information for the purposes of providing quality outdoor laser skirmish entertainment. We require you to provide us with details so that we may properly attend to your needs. This means we will use the information that 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 laser skirmish/games, 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:-

- Any logs, trees and branches or any part thereof;
- Any rocks, falling boulders or stones;
- Any rivers, creeks, streams or any other body of water existing at a C L S Gaming Pty Ltd Venue;
- Any snakes, spiders or any other wildlife whatsoever;
- Other participants;
- Any equipment supplied to the participant's by C L S Gaming Pty Ltd in connection to laser skirmish/games;
- Or otherwise arising out of the participant's involvement in laser skirmish/games.

(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

- Negligence; or
- accident; or
- Another participant; or
- Flora or fauna; or
- However otherwise caused.

"Laser Skirmish/Games" means the outdoor live action role-play combat game run by C L S Gaming Pty Ltd;

"C L S Gaming Pty Ltd Venue" means the location at which laser skirmish/game is being convened;

"Participant" means their FULL NAME, and ADDRESS as per section one on this form.

"C L S Gaming Pty Ltd" Means a business of C L S Gaming Pty Ltd ACN 138 968 037 of 1 Sturt Street CHARLEVILLE QLD 4470 and all agencies, suppliers, distributors, servants, employees, agents, representatives, directors and officers.

1.10 SIGNITURES

Executed as a deed.

Sign here if you are 18 years of age or older

Signed sealed and delivered by: (participants full name)	Signature of participant
Date	

Guardian signs here if the participant is under the age of 18.

Signed sealed and delivered by: (guardian's full name)	Signature of Guardian
Relationship to Participant: Who warrants that he or she has authority to sign this Discharge, Release and Indemnity on behalf of the participant and agrees to indemnify C L S Gaming Pty Ltd in accordance with the indemnities contained in this agreement.	