


DISCHARGE, RELEASE & INDEMNITY FORM

Telephone: 0425 348 625

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Toowoomba Skirmish

(Reg business name Mokingjay skirmish)

PARTICIPANTS DETAILS First Name: Address : Post Code: Date of Birth : / /	Surname: Suburb / City : State: Telephone :	
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Optional email address if you wish to receive details on any Mockingjay Skirmish Special Offers :

Email:

* If a representative is entering into this Discharge, Release and Indemnity on behalf of more than one Participant, the details of each Participant for whom the representative is entering into this document may be contained in a list and annexed hereto.

Optional email address if you wish to receive details on any Mockingjay Skirmish Special Offers : Email: * If a representative is entering into this Discharge, Release and Indemnity on behalf of more than one Participant, the details of each Participant for whom the representative is entering into this document may be contained in a list and annexed hereto. BY SIGNING THIS DOCUMENT, YOU AGREE AND ACKNOWLEDGE MOKINGJAY SKIRMISH (AKA MOCKINGJAY SKIRMISH) IS TO PERMIT YOU TO PARTICIPATE IN LASER SKIRMISH and/or Archery Skirmish (The terms "Skirmish" and "tag" may be interchanged but retain the same meaning) AND THAT THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN LASER/ARCHERY SKIRMISH AND THE AGREEMENT BETWEEN YOU AND MOKINGJAY SKIRMISH (AKA MOCKINGJAY SKIRMISH) ARE OUTLINED AND CONTAINED IN THE DISCHARGE, RELEASE & INDEMNITY ANNEXED HERETO AND YOU FURTHER AGREE AND ACKNOWLEDGE BY SIGNING THIS DOCUMENT THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD THE CONTENTS OF THE ANNEXED DISCHARGE, RELEASE & INDEMNITY AND THAT YOU AGREE TO BE BOUND BY IT AND THAT YOU ARE AWARE THAT IT CONTAINS A RELEASE OF LIABILITY AND A WAIVER OF YOUR RIGHTS. YOU ALSO ACKNOWLEDGE THAT THIS IS A PERPETUAL AGREEMENT AND IS VALID FOR ALL SUBSEQUENT EVENTS RUN BY MOKINGJAY SKIRMISH WITH NO NEED TO SIGN FURTHER AGREEMENTS.

(Please tick one A or B)

- A** I FULLY UNDERSTAND THE TERMS AND CONDITIONS (I am conversant in legal matters and do not need legal advice.)
- B** I HAVE HAD ALL THE TERMS AND CONDITIONS EXPLAINED TO ME BY A SOLICITOR OR LEGAL REPRESENTATIVE.

Executed as an Agreement:

SIGN HERE IF YOU ARE OVER 18:

Participants Signature:

Dated : / /

Witness Full Name :

Witness Signature :

Dated : / /

REPRESENTATIVE SIGN HERE IF THE PARTICIPANT IS UNDER 18:

Representative Full Name :

Representative Signature :

Dated : / /

Witness Full Name:

Witness Signature :

Dated : / /

Relationship to child:

I acknowledge that I am the parent/guardian of the participant.

ALL PLAYERS MUST WEAR LONG PANTS & ENCLOSED SHOES I understand I may be recorded or photographed before, during and after the Event and agree to Mockingjay Skirmish using any video or audio recording or photography of me. This includes, but is not limited to press and print TV, Cinema, Radio, Billboards and web based marketing initiatives. I consent to the publication of my name and image without payment or compensation

IT IS THE RESPONSIBILITY OF THE PARTICIPANT TO ENSURE THAT THEY PROVIDE AND WEAR LONG PANTS AND ENCLOSED SHOES IT IS ALSO ADVISED THAT PARTICIPANTS WEAR A HAT AND SUNSCREEN

DISCHARGE, RELEASE & INDEMNITY IN CONSIDERATION OF MOKINGJAY SKIRMISH PERMITTING THE PARTICIPANT TO PARTICIPATE IN LASER SKIRMISH AND OR ARCHERY TAG:

1.1 RULES, TERMS AND CONDITIONS:

The Participant agrees to abide by the following rules of Mokingjay Skirmish and archery tag at all times when present at the Laser/Archery Skirmish Venue.

- (a) No projectiles are to be thrown, kicked or otherwise made airborne by participants unless said projectiles are officially supplied "Archery tag safety arrows propelled by Archery bows supplied by Mokingjay skirmish .
- (b) No participant shall engage in:- •Skylarking or Reckless behaviour or Foolish behaviour or use of foul or obscene language; or •Any other behaviour likely to cause injury to Themselves or Other participants; or Employees or agents or Mokingjay Skirmish; or •Any other behaviour which Mokingjay Skirmish deems in its absolute discretion to be unacceptable.
- (c) Mokingjay Skirmish may require any participant engaging in unacceptable behaviour to leave the Laser Skirmish Venue.
- (d) Each participant must remain within the designated boundaries of the Laser Skirmish Venue at all times.
- (e) Each participant will be required to wear, Long trousers and enclosed shoes, equipment provided by Mokingjay Skirmish and all other safety devices that Mokingjay skirmish 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 or archery tag.
- (g) All participants must follow the directives of Mokingjay Skirmish representatives at all times.
- (h) Any participant injured, or observing another participant to be injured, shall immediately notify Mokingjay Skirmish staff. 1.2

ACKNOWLEDGMENT

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

1.3 RELEASE & DISCHARGE

The Participant releases, discharges, waives and forever holds harmless Mokingjay Skirmish from All Claims for Any Loss sustained by the Participant whether caused by Mokingjay Skirmish's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with Laser Skirmish /or Archery tag to the fullest extent permitted by law .

1.4 INDEMNITY

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

1.5 WARRANTY AS TO AGE

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

1.6 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/Archery Skirmish and he or she is not aware of any physical condition that may endanger the Participant or any other participants participating in Laser Skirmish. The Participant consents to any emergency medical attention to be provided by Mokingjay Skirmish if deemed warranted by Mokingjay Skirmish.

1.7 BAR TO ACTION

The Participant agrees that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time by the Participant against Mokingjay Skirmish arising out of or as a consequence of Laser/Archery Skirmish or any incidental activities.

1.8 CONSENT

Where this Agreement is executed by a parent, legal guardian , representative or agent for and on behalf of the Participant, the person so executing warrants that he or she has authority to do so and that such person consents to the Participant participating in Laser Skirmish and in executing this Agreement agrees to the terms and conditions of this Agreement and without limitation provides to Mokingjay Skirmish the acknowledgments, warranties, releases, discharges and indemnities on behalf of the Participant in the terms as contained in clauses 1.2, 1.3, 1.4, 1.6 and 1.7 hereof.

1.9 CONFIDENTIALITY

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

2.0 BINDING ON SUCCESSORS

This Agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and enures for the benefit of Mokingjay Skirmish and its successors and assigns.

2.1 DEFINITIONS

In this Agreement 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 the Participant's participation in Laser / archery Skirmish, 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 Laser / archery Skirmish Venue; iv) Any snakes, spiders, Leeches or any other wildlife whatsoever; v) Other participants; vi) Any equipment supplied to the Participant by Mokingjay Skirmish in connection with Laser /archery Skirmish; vii) Or otherwise arising out of the Participant's involvement in Laser/archery Skirmish. (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:- (A) Negligence; or (B) Accident; or (C) Another participant; or (D) Flora or fauna; or (E) However otherwise caused. "Laser Skirmish or Archery skirmish or tag" means the outdoor game run by Mokingjay skirmish "Mokingjay Skirmish Venue" means the location at which Laser/archery Skirmish (or tag) is being convened; "Participant" means that person described under the heading "Participant Details" on the first page of this Agreement. Mokingjay Skirmish means the business registered under section 33(8) of the Business Names Registration Act 2011. and its agencies, suppliers, distributors, servants, employees, agents, representatives, directors, and officers.

Initial

Date.....