



Phone: 1300 728 858

Registration Form, Consent & Conditions of Participation

Please hand this signed form to staff before you play.

All players must wear closed shoes. No thongs allowed. Long pants recommended.

Sportsjam Pty Ltd (ABN 27 602 480 759) trading as 'Peninsula Lasertag' is a provider of recreational services involving participation in a sporting activity, leisure time pursuit or another activity involving a significant degree of physical exertion and is undertaken for the purposes of recreation, enjoyment or leisure.

The recreational services and facilities provided by Peninsula Lasertag include but are not limited to lasertag gaming with the use of gaming guns and other gaming accessories, equipment, land, buildings, car parks and paths at the various outdoor venues ("the Recreational Activities").

Participation in the Recreational Activities is subject to You completing this form and subject to the terms and conditions contained below numbered 1 through to 18 (inclusive) and any other terms and conditions on display at the venue. By signing this registration form You declare that the answers given are true and correct to the best of your knowledge.

Organiser/Participant name:		DOB:	/ /
Address:			
Contact number:			
Email address:			
Names of players if group is under 18 (Requires parent/guardian signature below)			
Sign if you are OVER 18	Print name:		
	Signature:	Date:	/ /
Parent/guardian signature if participant named above is UNDER 18 years of age	Print name:		
	Signature:	Date:	/ /

Participation in the Recreational Activities is subject to You completing this form and subject to the terms and conditions contained numbered 1 through to 18 (inclusive) ("T&C's) and any other terms and conditions on display at the venue. By signing this Form You declare that the answers given are true and correct to the best of your knowledge and that You have read and retained a copy of the T&C's and the Warning Under the Australian Consumer Law and Fair Trading Act 2012 (contained on page 5), and agree to comply with the T&C's.

Conditions of Entry & Rules of Participation

In consideration for Peninsula Lasertag (its employees, directors, contractors, licensees and agents), agreeing to provide you with the Recreational Activities you (which includes any other person and any Minor, being a person under the age of 18 years (**hereinafter "You"**)) acknowledge, represent, warrant to, and agree with Peninsula Lasertag that:

1. You have voluntarily elected to participate in the Recreational Activities.
2. If You are purchasing a ticket/s for any other person including a Minor, You acknowledge, confirm and warrant that You have obtained their consent and that the person has seen and understands these terms and conditions, and voluntarily elects and agrees to be bound by them and that You have authority to agree to these terms and conditions on their behalf.
3. As a participant in the Recreational Activities You agree to abide by the rules of Peninsula Lasertag at all times when present at the Peninsula Lasertag venue as follows:
 - (a) No projectiles are to be thrown, kicked or otherwise made airborne by You.
 - (b) You shall not engage in:-
 - ° Skylarking, reckless or foolish behaviour;
 - ° Any other behaviour likely to cause injury to You or other participants; or to employees, contractors or agents of Peninsula Lasertag; or
 - ° Any other behaviour which Peninsula Lasertag deems in its absolute discretion to be unacceptable.
 - (c) Peninsula Lasertag may require You to leave the Peninsula Lasertag venue if You are engaging in unacceptable behaviour.
 - (d) You must remain within the designated boundaries of the Peninsula Lasertag venue at all times.
 - (e) You are required to wear the following during the Recreational Activities:-
 - ° Hats and/or caps provided by Peninsula Lasertag; and
 - ° All other safety devices that Peninsula Lasertag may require You to wear.
 - (f) If You are unable or refuse to comply with sub-rule (e) above You will not be permitted to participate in the Recreational Activities.
 - (g) You must follow the directives of Peninsula Lasertag at all times.
 - (h) If You are injured, or have witnessed another participant to have suffered an injury You shall immediately notify Peninsula Lasertag staff of the incident and You consent to receiving any medical treatment (including without limitation ambulance transportation) which is considered by Peninsula Lasertag advisable or deemed reasonable. You indemnify Peninsula Lasertag for all costs associated with this medical treatment and ambulance transportation.
 - (i) You understand the nature of the Recreational Activities and your experience and capabilities and You must be able and qualified to participate in the Recreational Activities.
 - (j) Any Minors aged 6 years and under must be accompanied by an adult at all times during their participation in the Recreational Activities.

Note: It is recommended that You wear long trousers (covering ankles) during the Recreational Activities.

Risk Warning, Exemption and Waiver

4. You acknowledge that You understand that your attendance at and participation in the Recreational Activities may involve risk of loss and damage and there are inherent risks, hazards and dangers associated with participation in the Recreational Activities, including from but not limited to, rough terrain and obstacles, plant and animal life, overexertion, heat, cold or other adverse weather conditions, slipping, falling and impacting against equipment or other participants or the ground, and that as a consequence serious bodily injury, mental injury, permanent disability or even death can occur.

5. As a supplier of the Recreational Activities, Peninsula Lasertag can ask You to agree that the statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to You.
6. To the fullest extent permitted by law (including section 139A of the *Competition and Consumer Act 2010* (Cth) and section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic)), Peninsula Lasertag excludes all liability (including in relation to any warranty or guarantee) arising from any loss or damage suffered by You in connection with the Recreational Activities including in respect of any death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury), or the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to You arising from the Recreational Activities not being supplied with due care and skill or not being reasonably fit for purpose or for any breaches or failure of any consumer guarantees under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the *Australian Consumer Law and Fair Trading Act 2012* (Vic), or due to the negligence by Peninsula Lasertag (or its employees, directors, contractors, licensees and agents) or for breach of contract.

NOTE that the change to your rights, as set out herein does not apply if your injury or death is due to Peninsula Lasertag's reckless conduct or gross negligence.

7. To the full extent permitted by law but subject to the non-excludable consumer guarantees implied into the Australian Consumer Law, Peninsula Lasertag, its employees, directors, contractors, licensees and agents will not be liable in respect of any claim for any indirect or inconsequential loss or damage including, but not limited to, personal injury, financial loss, or for any punitive, exemplary, special, incident or consequential loss or damage whether any such liability arises in contract, tort, equity, breach of statutory duty or breach of any consumer guarantees.
8. The contents of this agreement shall also apply to any related or associated activity, supply of goods, provision of services, use of equipment, carriage or transportation to or from or connected with the Recreational Activities and preparation or training.
9. You acknowledge and agree that:
 - a. You have purchased and agreed to undertake the Recreational Activities freely, voluntarily and absolutely at Your own risk and with a full appreciation of the nature and extent of the risks involved in the Recreational Activities.
 - b. You are responsible for any loss or damage to and security of your personal belongings and that of any other person or Minor for whom you are responsible, before, during and after the Recreational Activities.
10. If You are purchasing a ticket/s for a Minor, You acknowledge and confirm that You:
 - a. are the Minor's parent or legal guardian;
 - b. understand the nature of the Recreational Activities and the Minor's experience and capabilities and believe the Minor to be able and qualified to participate in the Recreational Activities. If You or the Minor believe anything is unsafe, You will instruct the Minor to immediately cease participating any further in the Recreational Activities;
 - c. fully understand and will instruct the Minor that the Recreational Activities may be dangerous and participation in the Recreational Activities may involve inherent risks, hazards and dangers including from but not limited to, rough terrain and obstacles, plant and animal life, overexertion, heat, cold or other adverse weather conditions, slipping, falling and impacting against equipment or other participants or the ground, and that as a consequence serious bodily injury, mental injury, permanent disability or even death can occur;

- d. voluntarily consent to (or have obtained consent from the Minor's parent or legal guardian) to the Minor's attendance at and participation in the Recreational Activities;
- e. agree on your own behalf and on behalf of the Minor and/or his/her heirs, that, as a consumer of the Recreational Activities You and the Minor will not make any claim against Peninsula Lasertag for any mental or physical injury (including death) that the Minor may suffer as a result of Peninsula Lasertag's breach of its statutory obligation to provide the recreational services with due care and skill or which are fit for purpose, or to provide those recreational services unless that injury is caused by Peninsula Lasertag's reckless conduct or gross negligence.

Release & Indemnity

- 11. To the full extent permitted by law You hereby waive any and all claims against Peninsula Lasertag, its employees, contractors, directors, licensees, suppliers, or agents and release, indemnify and hold them harmless from any and all liability, actions, claims and demands of whatever nature however caused and by whomever brought as a result of or arising out of or connected with the Recreational Activities including the participation of any Minors in the activities, including but not limited to claims in negligence, contract, or for breach of statutory duty or statute or otherwise.

Bar to Proceedings

- 12. You agree that this agreement may be pleaded as a complete bar to any action, suit or proceedings taken at any time by You against Peninsula Lasertag, its employees, contractors, directors, licensees, suppliers, or agents arising out of or as a consequence of the supply of and the participation in the Recreational Activities or any incidental activities.

Binding on Successors

- 13. This agreement is binding on your heirs, administrators, executors, personal representatives, dependants (if any) and successors and endures for the benefit of Peninsula Lasertag and its successors and assigns.

Privacy

- 14. You acknowledge and agree that Peninsula Lasertag may collect personal and/or sensitive information from You for the primary purpose of providing the Recreational Activities. Peninsula Lasertag collects this information in order to properly attend to your needs. This means we will use the information You provide in the following ways: administrative purposes, billing purposes (if required), disclosure for research and quality assurance activities to improve the Recreational Activities, and if needed, emergency situations whereby staff/hospitals require access to a participant's records for appropriate purposes.
- 15. You authorise Peninsula Lasertag to send You newsletters and special product offers to the email address You supplied. You further understand that You can terminate the transmission of such materials by return email by typing the word "Unsubscribe" in the subject line.

Statement of Understanding:

- 16. You acknowledge and understand that the purpose of this agreement is to exclude to the maximum extent permitted by law Peninsula Lasertag's liability for death or injury arising from its supply of the Recreational Activities.
- 17. You acknowledge that You have read, or have had read to You, the general risk warning and the specific risk warning for the Recreational Activities and the assumption of risk agreement which means that You have given up substantial rights, and having read and understood the same You consent to engage in the Recreational Activities.

Governing Law:

18. The governing law of this application and declaration is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to You-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which You, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result You have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask You to agree that these statutory guarantees do not apply to You. If you sign this form, You will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if You are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.