



**WAIVER AND RELEASE FORM (DEED)**

Name	
Date of Birth	
Address	
Phone Number	
Email	

Signed, sealed and delivered as a deed poll by:

**Consent – Persons 18 Years Old and Over**

I have read, understood and accept this Deed:

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Staff Witness: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Parent/Guardian Consent – Persons Under 18 Years Old**

I .....of (address).....  
am the parent / guardian (cross out whichever does not apply) of the above named minor (s) who is/are under 18 years old. I have read this document and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor(s). I consent to the minor(s) attending and participating in the activities described in this Deed at his/her own risk.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Staff Witness: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Please tick this box if you would like to receive details of Discounts, promotions & upcoming events.

**PARTIES**

This Deed is entered into between U Be Safe as trustee for J & A Cahill Family Trust t/a Next Level Skirmish (ABN 56 774 404 346), its successors and assignees (referred to as “we”, “us” or “our”) and you, the individual participating in the laser skirmish or archery skirmish activities (**Activities**) and that individual’s legal parent or guardian (where that individual is a minor) (referred to as “you” or “your”), and each a “Party” and collectively “the Parties”.

**ACCEPTANCE**

By accepting this Deed, you indicate that you have had sufficient opportunity to read this Deed and contact us if needed, that you have read, accepted and will comply with this Deed, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older.

You must not accept this Deed if you are under 18 years of age and do not have the consent of a legal guardian who is 18 years or older. If you do not agree to this Deed, you must notify us immediately using the contact information below and refrain from accepting this Deed (either online or as hard copy).

**RISK**

Your participation in the Activities may expose you to the risk of physical harm or personal injury. The risk of physical harm or personal injury may arise from, but is not limited to, third party participants, your physical fitness level, any natural features of the location where the Activities take place (**Venue**) (including logs, trees, rocks, boulders, stones, the weather, any body of water or wildlife animals) or equipment supplied by us. You acknowledge and agree that physical harm or personal injury may arise from you or another party’s acts, omissions or negligence. You understand and voluntarily accept any risk that may arise from your participation in the Activities and/or attendance at the Venue.

**CODE OF CONDUCT**

It is your obligation, prior to participating in the Activities, to partake in an orientation, where we will discuss the Activities and our code of conduct. You agree to comply with our code of conduct at all times, while in the Venue and/or participating in the Activities. You agree:

- (a) not to be under the influence of alcohol or drugs;
- (b) not to engage in reckless, foolish or negligent behaviour, or any other behaviour, which may, in our reasonable opinion, create a risk of injury to you or any third party;
- (c) to remain within the designated boundaries of the Venue for the nominated Activity;
- (d) to wear any safety gear or equipment that we reasonably require (including enclosed shoes, safety devices, hats and/or helmets);
- (e) to notify us if you are harmed or injured, or observe any third party to be harmed or injured; and
- (f) to comply with all of our reasonable instructions (including any instruction to leave the Venue).

Any failure to comply with our code of conduct or the Deed will allow us to refuse your participation in the Activities or require you to leave the Venue.

**RELEASE AND INDEMNITY**

Despite any provision to the contrary, to the maximum extent permitted by law, you:

- (a) understand and voluntarily accept all of the risks; and
- (b) hereby indemnify, forever discharge and voluntarily release us (and our contractors, agents and employees) and any person

directly or indirectly associated with us, against any and all loss, cost, damage, expense, liability (including liability for negligence and the negligence of others) claims, demands and proceedings of any kind,

arising from or connected with this Deed, your participation in the Activities or attendance at the Venue, whether those claims were known, or capable of being known, at the date of this Deed.

This clause will survive termination of this Deed.

**WARRANTIES**

You represent and warrant that:

- (a) there are no legal restrictions preventing you from agreeing to this Deed;
- (b) the information you provide to us is true, correct and complete;
- (c) you have no physical or medical conditions that prevent you from participating in the Activities or if you have any physical or medical conditions, you have received consent from a medical professional to participate in the Activities;
- (d) you have the required physical health and fitness needed to participate in the Activities;
- (e) you are 18 years of age or over, or if you are under the age of 18, you have the permission of a parent or guardian to participate in the Activities; and
- (f) if you are a third party providing consent on behalf of an individual taking part in the Activities, you:
  - (a) are the individual’s parent or guardian; or
  - (b) have obtained consent from the individual’s parent or guardian to provide the individual’s consent.

**GENERAL CLAUSES**

**Photos/Videos:** If we take photos or videos of you, while at the Venue and/or participating in the Activities, you consent to us publishing such photographs and videos for our marketing purposes.

**Privacy:** When collecting and using your personal information, we agree to comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable laws.

**Assignment:** We may assign or transfer our rights or obligations under this Deed without your consent.

**Governing law:** This Deed will be governed by and construed in accordance with the laws for the time being in force in the State of Victoria. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.

**Severability:** If any part of this Deed is found to be invalid or of no force or effect under any applicable laws, executive orders or regulations of any government authority having jurisdiction, this Deed will be construed as though such part had not been inserted herein and the remainder of this Deed will retain its full force and effect.

**Waiver:** No waiver by either Party of any provision of this Deed will amount to a waiver of any other provision of this Deed unless made in writing and signed by the Party against whom the waiver would have been enforced.

**Joint and Several:** An obligation or liability on two or more Parties to this Deed will bind them jointly and severally. **For any questions or notice, please contact us at:**

U Be Safe as trustee for J & A Cahill Family Trust t/a Next Level Skirmish (ABN 56 774 404 346)

Factory 6, 208 Canterbury Road Bayswater North, VIC 3153  
geelong@nextlevelskirmish.com.au