

PLAYER REGISTRATION FORM, PARENTAL CONSENT & CONDITIONS OF PARTICIPATION

Masiello Logistics Pty Ltd ATF United Paintball Unit Trust Trading as:

Hot Shots Paintball Adventure Park ("HOT SHOTS") 895 Granite Road, Anakie, Victoria 3213 : ABN. 562 502 581 73

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ABN: 562 502 581 73 (herein referred to as "Hot Shots") will accept a customer to engage in activities conducted by Hot Shots being: Paintball Games (Adult), Kids Paintball Games, Laser Skirmish Games (herein referred to as "the attractions") subject to being over the age of sixteen years for (Adult)Paintball games or over the age of ten years for Kids Paintball, having parental consent for an approved activity. Participation in "the attractions" is subject to completing this form and subject to the terms and conditions contained herein.

PARTICIPANT DETAILS: I, _____ (first name) _____ (surname) herein referred to as "the participant",

Address: _____ (Unit/Flat) of _____ (Number) _____ (Street) _____ (suburb) _____ (post code)

Date of Birth: ___ / ___ / _____ **Contact number:** _____ **Email:** _____

Emergency contact name and ph No. : _____

I "the participant" (or my parent), hereby acknowledge that the "Rules of Participation" are printed on the rear of this document, and agrees as follows:
1. I am 10 years of age or older. **2.** I have read this document and fully understand the "Rules of Participation" and I agree to abide by those rules during my participation. **3.** Hot Shots will ensure that the games and attractions are managed and operated with due care and skill and that the equipment and materials used are fit for the purpose for which they are supplied. Otherwise I use the services and materials and participate in "the attractions" entirely at my own risk as I find and with prior knowledge of the dangers. **4.** I agree to indemnify Hot Shots against all actions, proceedings, claims, demands, cost and expenses in respect of or any way arising out of my negligence or my failure to abide by the "Rules of Participation". **5.** I acknowledge that attending the site and participating in any of "the attractions" has a risk of loss or damage to my clothing or personal property. Hot Shots shall not be responsible for such loss or damage. **6.** The loss or damage of any equipment is the legal responsibility of the participant. **7.** I agree to pay any charges I incur whilst attending the Hot Shots' venue. **8.** Hot Shots retains the right to withdraw permission to the participant to continue in any of "the attractions" at any time. **9.** I allow the use of photos taken of me to be used in advertising and online, including facebook. **10.** I agree to allow Hot Shots and its affiliates to contact me and use my details for promotional and marketing purposes. **11.** Paintballs are completely non-refundable and any loss or damage of paintballs will not be reimbursed. **12.** Unused paintballs are not refundable. **13.** Authorisation must be obtained before any removal of paintballs from the Hot Shots site.

YOUR PERSONAL HISTORY

14. "The attractions" at Hot Shots can have a high level of physical exertion. Hot Shots advises that a medical practitioner should be consulted (before participation) to assess personal mental and physical; health, fitness, ability, limitations and risks in participating in "the attractions" at Hot Shots. Hot Shots assumes every person has undertaken an assessment of their physical condition or impairment before participating in "the attractions". Hot Shots reserves the right to disallow participation based on an individuals' potential safety issue involved.

15. If you suffer from, or are at risk, or received treatment for, any of the following:

HEAD INJURY, FITS, BLACKOUTS or DIZZINESS, ALLERGIC REACTION, STINGS & BITES, HEART CONDITION, ASTHMA, or are you PREGNANT (YOU SHOULD SEEK MEDICAL ADVICE BEFORE PARTICIPATING AND ADVISE THE HOT SHOTS MANAGER)

IF YOU HAVE CONSUMED ALCOHOL TODAY OR TAKEN ANY ELICIT DRUGS WITHIN THE LAST 24 HOURS – YOU MUST NOT PARTICIPATE.

16. I agree, if I have a blood alcohol reading greater than 0.00, or consumed alcohol today or have taken illicit drugs within the last 24 hours, I will not participate in "the attractions".

17. I acknowledge that in the event of injury, Hot Shots reserves the right to call an ambulance on my behalf.

18. If I am unsure of my safe exertion level for my fitness and health I agree that I will not participate in any of "the attractions".

19. I will wear goggles and/or safety glasses as provided at all times during the course of "the attraction" and only remove them when advised by staff.

Safety Eyewear Provided (Paintball Goggles given for: Paintball, Kids Paintball (Safety Glasses given for: Laser Games).

20. I am aware that participation in the Hot Shots "attractions" may be hazardous and result in injury. Injury may include bruising, sprains, strains, dislocations or fractures, bites and stings, skin irritation, allergic reactions; eye injury may occur if eye protection is removed without instruction. Running, diving, climbing rocks or trees, or jumping will increase the risk of injury. Injury or death may also occur if I am not fit or play beyond my personal capability. I acknowledge that I will be participating in "the activities" with other individuals. Injury may include actions by other players onto myself.

21. For Paintball games: I am not a "prohibited person" as defined by the Victorian Firearms Act.

INDEMNITY TO Hot Shots Paintball Adventure Park

22. In consideration of my participation I agree to indemnify Hot Shots in the following manner:

- I participate in "the attractions" at my sole risk and responsibility and agree to hold harmless Hot Shots with respect to any injury or damage suffered by me or caused by me to any other person whether arising from any negligence on the part of any servant or agent of Hot Shots or from any other cause. I accept the venue as it stands with all or any defects hidden or exposed;
- I hereby indemnify and shall keep indemnified Hot Shots, its servants, agents and officials against any action or claims which may be made or on my behalf or by other parties for or in respect of or arising out of my death or any injury, loss or damage caused by me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.

By signing this document I agree to all the terms being items 1. through to 22. (above) and have read and understood the "Rules of Participation" information on the back of this page. I also declare that the answers given are true and correct to the best of my knowledge.

PARTICIPANT: Date: ___ / ___ / _____ **Signature of Participant:** _____

YOU MUST READ THE ADDITIONAL INFORMATION ON THE REAR OF THIS PAGE – BEFORE YOU SIGN PLEASE TURN OVER – AND READ. PARENTAL CONSENT (BELOW) : MUST BE COMPLETED FOR PARTICIPANTS UNDER 18 YEARS OF AGE.

I _____ THE PARENT / LEGAL GUARDIAN OF _____ CONSENT TO HIM / HER PARTICIPATING IN (tick) ; KIDS PAINTBALL GAMES: _____, LASER SKIRMISH: _____, ADULT PAINTBALL _____, (being the approved activity).

Signed: _____ I declare the answers are true and correct and that I have parental responsibility for the participant and authorise the participant in the approved activities above as "ticked".

A person under the age of eighteen years cannot participate in any game or activity unless parental consent is provided and for each activity.

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 (**Hot Shots Paintball Adventure Park**) 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**.

“RULES OF PARTICIPATION”

HOT SHOTS PAINTBALL ADVENTURE PARK

PLAYERS MUST READ AND ADHERE TO THE FOLLOWING RULES **Players may be removed from games for breaching any of the following:**

PAINTBALL AND KIDS-PAINTBALL GAMES:

CONDUCT

- No; Kids Paintball or (ADULT) Paintball marker may be discharged or taken into any "safe" area.
- PAINTBALL - Players must ensure barrel-blocking devices, as provided, must be engaged whilst not actively participating in a game.

GAMES

- Eliminated players – when tagged by a paintball, raise your marker, arm or both in the air above your head. Engage the barrel-blocking device and quickly move out of the playing area. Follow referees' instructions. DO NOT REMOVE YOUR GOGGLES.
- During games players must remain within designated game (playing field) areas.
- Players must not fire upon another person under a distance of 8 metres for Adult paintball and 3 meters for Kids Paintball.
- Do not destroy flora or fauna and do not fire at any wildlife.

ALL GAMES AND ACTIVITIES.

CONDUCT

- Players must wear goggles/safety eyewear at all times. Removing them only when instructed by referees.
- Players must strictly observe all safety signage and referee instructions.
- Participants or visitors must not be under the influence of drugs or alcohol.
- Participants or visitors displaying unsportsmanlike conduct, abusive or violent behaviour will not be tolerated.
- Players or participants must not throw objects at another person.
- No dangerous objects including; cigarettes, lighters or matches are permitted on the playing fields.

GAMES

- Players are not permitted to climb trees or boulders and must remain on the ground at all times.
- All injuries are to be reported to a referee.

EQUIPMENT:

- Staff must inspect privately owned goggles or markers and approve before use.
- Do not disengage any safety features of the equipment unless instructed by a referee.
- DO NOT REMOVE GOGGLES/SAFETY EYEWEAR FOR ANY REASON UNLESS INSTRUCTED BY STAFF.
- Please respect the equipment you have hired from us.

POTENTIAL HAZARDS OF OUTDOORS GAMES AND “THE ATTRACTIONS” AT HOT SHOTS.

- Observing these simple safety rules will ensure you have a fun and safe experience. Participants who do not adhere to our safety rules may cause injury on themselves or others around them.
- As our games and attractions are in an outdoor environment, there are many potential hazards including bug and animal bites, grasses, thistles and thorns, trip hazards such as exposed rocks, ground depressions, undulating ground, fallen timber, exposed tree roots and tree limbs, mud and gravel, tree stumps, eye hazards include tree branches, sticks and dust, and other environmental issues.

CLUB DAYS & SPECIAL EVENTS

- All equipment and player conduct will be in accordance with Victorian State Paintball Code of Conduct, Firearms laws and regulations and all Federal laws pertaining to paintball. This includes paintball marker type and configuration, chronograph speed limits and general safety rules. Each player acknowledges that their playing equipment has been maintained in accordance with manufacturers' recommendations and requirements and are personally responsible for the performance and safety of equipment owned and used by them. Players must only use pressure vessels (paintball air or co2 bottles) that are Australian compliant, in test and meet the requirements of Australian Standards AS2030.

MINIMUM AGES FOR PARTICIPANTS.

ADULT PAINTBALL: 16 Years of age. (USING AIR POWERED PAINTBALL MARKERS)

KIDS PAINTBALL: 10 Years of age. (USING LOWER IMPACT SPRING OPERATED MARKERS)

LASER TAG: 10 Years of age.