

LASER COMBAT WAIVER

Location

Location Stouffville



Agreement, Release, and Discharge of Liability and Hold Harmless - Laser Combat This Agreement is accepted, on behalf of myself and any child that accompanies me to a Laser Combat facility, in favor of Laser Combat, and any corporation or entity that operates any Laser Combat Games, and all their shareholders, affiliates, subsidiaries and affiliated businesses and locations, together with their administrators, successors, assigns, servants, agents, officers, directors, employees and insurers (hereinafter collectively referred to as "Laser Combat"), and I hereby agree as follows:

1. I understand that the games at Laser Combat are physical, strenuous and vigorous and consequently involve potential risks of injury. I, therefore, understand and agree to accept the risks associated with the games and activities at Laser Combat including the possibility of physical and emotional injury, illness, paralysis, disability, death as well as property damage. More specifically, the games and activities at Laser Combat include the risk of cuts and bruises, muscle and joint sprains and strains, broken bones, concussions, and equipment failure. I understand this applies to all games, activities, and equipment within a Laser Combat facility. I understand such risks have not been eliminated since that would jeopardize the essential and enjoyable qualities of the games and activities.
2. I understand various viruses, bacteria, and diseases such as the novel coronavirus, Covid-19, ("hereinafter "Diseases") are extremely contagious and are believed to spread from person-to-person contact, touching surfaces, and airborne. As a result, federal, provincial, and local governments and health agencies recommend social distancing and have, in many instances, prohibited the congregation of groups of people. Laser Combat has put in place some preventative measures to reduce the spread of Diseases; however, Laser Combat cannot guarantee that I, or any child that accompanies me to a Laser Combat facility, will not become infected with a Disease. By signing this agreement, I acknowledge the contagious nature of Diseases and voluntarily assume the risk that I, and any child that accompanies me to any Laser Combat facility, may be exposed to or infected by Diseases by attending any Laser Combat facility and that such exposure or infection may result in physical or emotional injury, illness, paralysis, disability, death as well as property damage. I understand the risk of becoming exposed to or infected by Diseases at a Laser Combat facility may result from the actions, omissions, or negligence or gross negligence of Laser Combat, myself, or others.
3. I understand a Laser Combat facility contains strobe lights, lasers, fog machines, darkness, and/or small spaces and, therefore, may not be suitable for people who are pregnant, suffer from heart conditions, hypertension, claustrophobia, epilepsy, or any other conditions. I agree with my decision to participate despite this recommendation is my sole responsibility.
4. I agree all game and activity details of Laser Combat are protected by intellectual property laws. No use, copy, distribution, public display, or creation of any game or activity details, other information, or derivative work of Laser Combat, is permitted.
5. I agree Laser Combat has the right to terminate my games and activities and remove a participant from any Laser Combat facility without a refund at any time if, at the sole discretion of Laser Combat, it is felt that a participant is being unsafe, are under the influence of alcohol or drugs, are causing damage to any Laser Combat facility or are not following Laser Combat rules.
6. I agree lockers will be provided for personal belongings, but I understand Laser Combat is not responsible for the loss or damage of any personal belongings stemming from the use of these lockers or while personal belongings are in these lockers.
7. I agree not to discriminate against, harass, bully, or show disrespect or violence towards anyone else in a Laser Combat facility including other participants, and that doing so will result in the termination of my game and activities and my removal from a Laser Combat facility without refund.
8. I agree Laser Combat will record and store by video surveillance the games and activities of all persons at a Laser Combat facility to help ensure the safety and security of all persons.

9. I voluntarily accept and assume, on behalf of myself and any child that accompanies me to any Laser Combat facility, all of the risks associated with the games, activities, and equipment at any Laser Combat facility and being in any Laser Combat facility and choose to participate in the games and activities and use the equipment despite these risks. I, on behalf of myself and any child that accompanies me to any Laser Combat facility, hereby release and forever discharge and hold harmless Laser Combat from any claims, demands, actions, or causes of action arising out of or in consequence of any loss, injury, damage or inconvenience to person or property incurred while or by attending any Laser Combat facility or participating in the Laser Combat games and activities, notwithstanding any such loss, injury, damage or inconvenience may have arisen because of the actions, omissions, or negligence or gross negligence of Laser Combat, myself or any others.

10. I also agree this Agreement shall be governed by and construed per the laws of the Province of Ontario, without reference to its choice of law rules. Any proceeding against Laser Combat must be heard by the courts of the Province of Ontario or the federal courts of Canada, as appropriate and I, on behalf of myself and any child that accompanies me to a Laser Combat facility, each attorn to the jurisdiction of such court in all matters related to this Agreement and Laser Combat.

11. I agree this Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario. I agree that if any clause or provision of this Agreement. Shall be held to be invalid by any court of competent jurisdiction, the invalidity of such a clause or provision shall not otherwise affect the remaining provisions of this Agreement that shall continue to be enforceable.

12. I confirm that I have read and have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and AGREE TO BE BOUND by the terms of this Agreement.

Names of Players under the age of 18:

Player 1: First Name _____ Last Name _____

Player 2: First Name _____ Last Name _____

Player 3: First Name _____ Last Name _____

Player 4: First Name _____ Last Name _____

Player 5: First Name _____ Last Name _____

Player's Signature (Parent or Guardian: If the player is under the age of 18)

Adult / Parent / Guardian:

First Name _____ Last Name _____

Signature _____

Date _____

