

TOPFUN TANKS – RELEASE OF LIABILITY FORM

In consideration with being permitted to participate in any way in activities provided by and under the auspices of TOPFUN TANKS PTY LTD ("Topfun Tanks"), including but not limited to driving a mini tank (optionally equipped for paintball) or playing paintball ("the activities"), I acknowledge, understand and hereby expressly agree that:

1. The risk of injury from the activities and the weaponry involved in paintball, whilst designed to be non-lethal, is potentially significant, including the potential for injury, permanent disability and (in the most extreme case) death, and while protective equipment and personal discipline will minimise this risk, the risk of serious injury, whilst unlikely, does exist. I understand that the activities can be both physically and mentally intense.
2. I acknowledge the additional risks involved (eg tripping hazards) by participating or watching the activities without a tank. Topfun Tanks is not required to provide additional protective gear (other than helmets).
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS** both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE** of those persons released from liability below and assume full responsibility for my participation in the activities and use of the Topfun Tanks facilities.
4. I will comply with the Rules of Play and other applicable rules and regulations.
5. I will follow all instructions given by Topfun Tanks employees, including the compulsory safety briefing prior to commencing the activities. If I contravene or ignore any instructions, it is at Topfun Tank's discretion to immediately remove me from the activities, and I might be asked to leave the facility.
6. Continuing the activities in conditions no longer suitable (as determined by Topfun Tanks employees, e.g. due to heat or approaching storms) is not advised and would be at my own risk.
7. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest Topfun Tanks employee or official as soon as practical.
8. I am liable for any and all damages to the tanks, equipment and facilities caused by me - negligently, wilfully, accidentally or otherwise. Considerable damage to a tank will incur an on-the-spot charge of \$500 or more.
9. Topfun Tanks, its employees, directors, landlord and other affiliates, accept no responsibility for personal property lost or damaged and that customers vehicles are parked entirely at the owner's risk.
10. I understand that the **minimum legal age** to play Topfun Tanks is **13 years**, and I will need the permission of a parent/guardian to play if I am aged between **13-18 years**.
11. I declare that I am not under the influence of any Drugs, Medication, Alcohol, or mind-altering substances, nor do I have any pre-existing medical condition that could affect my understanding of safety instructions and procedures, or prejudice my performance or safety to myself or of others.
12. I agree to wear and not remove my face-mask/helmet at any time once I have left the safety of the staging area. If I require prescription glasses, I must wear them during the activities (the helmet fits over glasses).
13. I agree that a nominated Topfun Tanks photographer may take my photograph on behalf of Topfun Tanks during my participation in the activities. I agree to take part in photography free of charge and do not expect any royalty, commission, or payment because of appearing in the above photography. I give my permission to Topfun Tanks to use photography I appear in for the purposes of advertising and promotion of its business now and into the future.

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If you do not wish to have your photos used, please cross this box.

I, for myself and on behalf of my heirs, assigns, personal representative and next of kin, **HEREBY RELEASE AND HOLD HARMLESS**, Topfun Tanks Pty Ltd (trading as Topfun Tanks), the owners and lessors of the land/premises used to conduct the activities, their officers, officials, agents, employees and/or directors ("releasees") **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, except that which is the result of gross negligence and/or intentional misconduct.

I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND ANY SUBSTANTIAL RIGHTS I HAVE RELINQUISHED BY SIGNING THIS FORM FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Signature _____ Date: _____



RELEASE OF LIABILITY FORM

PARTICIPANT NAME:

ADDRESS:

DATE OF BIRTH:

PHONE NUMBER:

EMAIL ADDRESS:

SIGNATURE:

PLEASE NOTE: THIS FORM (INCLUDING THE REVERSE SIDE) MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY MINI TANK PAINTBALL ACTIVITY AND/OR EVENT.

The balance of any monies owed to Topfun Tanks Pty Ltd must be settled before leaving the facility. No credit can or will be given.

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Cross this box if you do not wish to receive information regarding discounts, events, promotions, or special offers from Topfun Tanks Pty Ltd (ABN 29 649 363 164) trading as Topfun Tanks.

PARTICIPANTS OF MINORITY AGE (13-18 YEARS)

PARENT / GUARDIAN DECLARATION AND SIGNATURE

I _____ (the parent or guardian of the participant named above) declare that I am aware of and understand the release of liability form, as well as the risks involved in participating in any and all activities within the Park. I give permission for the above to participate in mini tank and/or paintball activities at Topfun Tanks Pty Ltd.

Participants under the age of 16 require the company of a parent/guardian.

Parent / Guardian Signature _____ Date _____

DON'T FORGET TO TURN OVER AND COMPLETE THE BACK OF THIS FORM

PLEASE NOTE: Incorrect or illegible details may delay your game.

It is necessary to complete this form in its entirety.