



Hunters and Shooters Society of Australia

Deed of Assumption of Risk, Gel Blaster

| | |
|---|---|
| YOUR FULL NAME: <input type="text"/> | YOUR ADDRESS: <input type="text"/> |
| YOUR DATE OF BIRTH: <input type="text"/> | YOUR MOBILE NUMBER: <input type="text"/> |
| LICENCE/PASSPORT NUMBER: <input type="text"/> | YOUR EMAIL: <input type="text"/> |
| For Ages 13-18 Only PARENT/GUARDIAN FULL NAME: <input type="text"/> | EMERGENCY CONTACT NAME: <input type="text"/> |
| For Ages 13-18 Only ACCOMPANYING ADULT NAME: <input type="text"/> | EMERGENCY CONTACT MOBILE: <input type="text"/> |
| DO YOU HAVE ANY MEDICAL CONDITIONS: <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DETAIL: <input type="text"/> | |

- ALL pages of this form MUST be completed in full and processed by Hunters and Shooters Society of Australia (HSSA) before you can enter the field as a participant.
- You MUST complete any forms and Waivers required by the playing field operators along with this form.
- Children aged less than 13 are not permitted to participate
- If you are aged between 13-18, a parent/legal guardian MUST complete this form, and present ID.
- If you are aged between 13-18, you cannot be onsite without an accompanying adult, though the accompanying adult does not have to participate.
- **DECLARATION AND RELEASE OF LIABILITY** Gel Blaster sports are adventurous recreational activities, which include the use of toy gel blasters which fire small water gel balls, and these activities are dangerous and contain obvious risks, including but not limited to:
 - I may be injured, physically or mentally, disabled, impaired or killed;
 - My personal property may be lost, stolen or damaged;
 - Other persons participating in such activity may cause me injury or may damage my property;
 - I may cause injury to other persons or damage their property;
 - The conditions in which the activities are conducted may vary without warning;
 - Equipment may fail;
 - I may become dehydrated;
 - There may be no or inadequate facilities for treatment or transport of my if I am injured;



Assumption of Risk

In consideration of my entry onto the field, I understand that I, and each participant in the activities, will be engaging in activities involving a real and obvious risk of serious injury (including personal injury), disability, impairment or even death from various causes associated with the abovementioned risks.

I voluntarily accept all risks necessarily flowing from my entry onto the field and/or my participation in such activities, which could result in loss of life or injury (including personal injury).

Hunters and Shooters Society of Australia ABN: 53 723 451 153 Liability Release, Waiver and Indemnity I hereby completely and unconditionally release Hunters and Shooters Society of Australia and all persons or corporations associated directly or indirectly with the conduct of activities, including servants, agents, representatives and/or officers of any of them, from all claims, demands and proceedings, legal or otherwise, made by me or on my behalf, arising out of my participation and hereby indemnify, hold harmless and will not sue them against all liability (including liability for the negligence and/or willful acts of them or others) for all injury (including personal injury), death, loss or damage arising out of or connected with my entry onto the field and/or participation in the activities.

This release and indemnity is to continue forever, and binds my heirs, executors, personal representatives and assigns. I hereby waive all and any rights or causes of action which I may otherwise have arising out of any loss of life, injury (including personal injury), damage or loss or any description whatsoever which I may suffer or sustain in the course of, or as a consequence of my entry onto the field and/or participation in activities.

Equipment and Facilities

I agree that I will immediately advise Hunters and Shooters Society of Australia of any unsafe condition that I have observed. I will refuse to remain on the field and/or participate in the activities until all unsafe condition/s observed by me have been remedied or removed. I acknowledge that reasonable safety precautions will be undertaken by Hunters and Shooters Society of Australia such as a pre-game safety brief, sporadic field supervision and eyewear safety checks, but such are a service to me and other participants and not a guarantee of my safety.

Protective Equipment

As a participant I hereby agree to wear eyewear at all times whilst I am taking part in the activities and/or in an area where signed or as otherwise advised.

Physical Fitness

I certify that I am physically fit to participate in the activities in which I will be participating and have not been advised otherwise by a medical practitioner. I do not have any possibly relevant pre-existing medical or physical conditions which have not been disclosed to Hunters and Shooters Society of Australia and the activities organisers. I understand that it is a condition of entry onto the field that I have a duty to disclose to Hunters and Shooters Society of Australia any relevant pre-existing medical or physical conditions and my silence regarding the issue will be relied upon by them as a positive indication that I am physically fit to participate in the activities.

Medical Treatment

I consent to receiving any first aid or medical treatment that Hunters and Shooters Society of Australia considers reasonably necessary during or after the activities. Personal Property I hereby acknowledge that I have the sole responsibility for my personal property.



Name and Likeness Release

I understand that whilst on the field and/or participating in the activities I may be photographed or videoed. I hereby grant permission to Hunters and Shooters Society of Australia to use my name, image and likeness in direct connection with the activities for promotional broadcasting or reporting purposes in any and all manner and media.

Legally Binding Nature

I acknowledge the terms and conditions of this document are contractual in nature, are intended to have legal effect and are not a mere warning or recital. Before signing this document, I have read and understood and know it affects my legal rights.

Free Will

Hunters and Shooters Society of Australia is not responsible for my decision to participate in the activities and I was not induced by Hunters and Shooters Society of Australia to do so. I am signing this Agreement of my own free will.

Ongoing Effect

I understand that this Agreement will continue in operation until such time as Hunters and Shooters Society of Australia terminate it or the Agreement is terminated by law.

Severability

If any provisions of this Agreement should be judged invalid, unlawful or unenforceable for any reason by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provisions or provisions would substantially alter the intentions of the parties, expressed or implied) will not effect the operation, construction or interpretation of any other provisions of this Agreement to the extent that the invalid or unenforceable or illegal provisions will be treated for all purposes severed from this Agreement.

Variation of Agreement

No waiver or modification of or addition to this Agreement of any party or any provisions of this Agreement shall be binding. The failure of either party to take advantage of any default or violation of the covenants or conditions of this Agreement on the part of the other shall not constitute a waiver thereof or relinquishment of the right to require strict performance by the other party. This Agreement supersedes all prior representation, arrangements, understanding and agreements between Hunters and Shooters Society of Australia and I relating to the subject matter hereof and sets forth the entire, complete and exclusive agreement and understanding between us relating to the matters to which this Agreement relates.

Pleading

I agree and acknowledge the terms of this Agreement may be pleaded as an absolute bar and estoppel by Hunters and Shooters Society of Australia incidental to any and all claims arising by it, whether under statute, common law or of a contractual nature in relation to the matters covered by this Agreement. Jurisdiction This Agreement is governed by the Laws of the State of Queensland. Each party irrevocably submits to the nonexclusive jurisdiction of the State of Queensland.

(PARTICIPANT) YOUR SIGNATURE:

TIME AND DATE OF SESSION:



This section is only for participants under the age of 18

ACCOMPANYING ADULT NAME:

ACCOMPANYING ADULT SIGNATURE:

PARENT/LEGAL GUARDIAN NAME:

PARENT/LEGAL GUARDIAN SIGNATURE:

DATE OF SIGNATURE: