



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Cowan Trading doing business as North Island Battlefield (“the Company”) and its directors, officers, employees, representatives and agents (collectively called “the Agents”).

1. I agree as a precondition to my participation in all events organized by “the Company” and/or “the Agents” including, but not limited to: Outdoor Laser Tag (collectively referred to as “the Activities”) and in further consideration of “the Company” allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (“the Agreement”).
2. I acknowledge that “the Activities” involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in “the Activities” and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against “the Company” and “the Agents” and release “the Company” and “the Agents” from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in “the Activities”, **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by “the Company” and/or “the Agents”.
5. I appreciate that “the Agreement” limits the liability of “the Agents” to the same extent as it limits the liability of “the Company”, even though “the Agents” are not formal parties to “the Agreement”.
6. I understand that I am responsible for the cost of damage to equipment caused by my negligence or failure to supervise those I am responsible for. I will not be held liable for wear and tear through proper use of the equipment.
7. I grant to the Company the absolute and irrevocable right and unrestricted permission concerning any photographs that are taken of me or in which I may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including, promotion, art, editorial, advertising, and trade, without restriction as to alteration. I release and discharge the Company from any and all claims and demands that may arise out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorisation and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom he/she took the photographs.

I AM 16 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND “THE AGREEMENT”. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE “THE COMPANY” AND/OR “THE AGENTS” AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND / OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF CHILD / WARD.

Name	Signature	Name	Signature

