



Terms & Conditions of Service

I recognize and understand that the SERVICES offered by Battle City Tactical Laser Tag Inc. (further known as "Battle City") may involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the SERVICES or injuries such as tripping, falling or slipping. In addition, I recognize that the exertion of the SERVICES could result in injury or death. I understand that the SERVICES operates outdoors and that elements such as the landscape, solar visibility and weather are not in the control of Battle City, their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as the "RELEASEES").

Despite these and other risks, and fully understanding such risks, I wish to use the SERVICES and hereby assume the risk of using the SERVICES. I also hereby hold harmless the RELEASEES and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including attorney's fees and other expenses), damages and liabilities arising out of, connected with, or resulting from using the SERVICES, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of the SERVICES.

I hereby release the RELEASEES from any and all liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby accept all responsibility regarding the use of the SERVICES, including the injury or damages of all parties and my guests that use the SERVICES during my reservation; or injuries or damages of all parties and my guests following the use of the SERVICES.

In consideration of using the SERVICE, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES;
2. TO RELEASE THE RELEASEES from any and all liability from any loss, damage, injury or expense that I, all parties or my guests may suffer or that my or their next of kin may suffer as a result of my rental of the SERVICES due to any cause whatsoever, INCLUDING NEGLIGENCE;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage of property of, or personal injury to, any third party, resulting from the rental of the SERVICES;
4. TO REIMBURSE THE RELEASEES of total replacement fees, plus administrative fees and applicable court fees paid by the RELEASEES to recover the fees for any damaged or unreturned equipment or supplies;
5. TO OBTAIN AND POSSESS any necessary permits or insurance as required for my event. (Important: Battle City does not provide Certificates of Insurance to clients for their specific event);
6. That this AGREEMENT shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

Additional Terms & Conditions (Birthday Parties, Group Functions, Team Building Events and Mobile Services):

- **Player Requirements:** I understand that players must be a minimum of 106 centimeters / 3.5 feet tall to participate in the Tactical Laser Tag experience. Players must be able to hold, carry and operate the Tactical Laser Tag equipment without assistance. Players that do not meet the Player Requirements will not be allowed to participate in the Tactical Laser Tag experience. Reservations that are submitted with false information are subject to no refund or cancellation, and all reservations fees will be due. I understand that providing false information while making a reservation is considered misrepresentation under the law.
- **Security Deposit:** I understand that a Security Deposit towards the total booking fees may be due to hold the reservation. Security Deposits are due immediately upon approval of the booking request. If the required Security Deposit is not paid within 3-days of the submitted reservation request the reservation will be cancelled without further notice.
- **Cancellation Policy (Birthday Parties, Group Functions and Team Building Events):** I understand that the event reservation can be cancelled without penalty up to 14-days prior to the reservation date. Reservations cancelled with less than 14-days notice will be subject to no refund of the Security Deposit. Cancellation reasons such as, but not limited to the following will not be approved: light weather conditions, low-moderate air quality conditions, poor planning by the event planner, low number of attending guests, inappropriate space to operate the event, cancellations not approved by Battle City Management etc. Cancellations are subject to Battle City Management approval.
- **Inclement Weather Rescheduling Policy:** In the event the reservation cannot operate due to severe weather (such as: lightning, aggressive rain/snow/ice/wind), etc. the Security Deposit amount will be credited to the event planner for rescheduling of the event or any other service offered by Battle City; the credit is valid for 60-days (the credit must be applied to a reservation or used within 60-days from the date of the original event). Reservations rescheduled due to inclement weather will be subject to no refund of the Security Deposit. Rescheduling due to inclement weather is subject to Battle City Management approval. The decision to close Battle City due to Inclement Weather will not be made prior to 6-hours before an event. Battle City will not close due to rain or brief periods of inclement weather.

- **Poor Air Quality Conditions Rescheduling Policy:** In the event the reservation cannot operate due to poor air quality conditions, the Security Deposit amount will be credited to the event planner for rescheduling of the event or any other services offered by Battle City; the credit amount is valid for 60-days (the credit must be applied to a reservation or used within 60-days from the date of the original event). Reservations rescheduled due to poor air quality conditions will be subject to no refund of the Security Deposit. Cancellations due to poor air quality conditions is subject to Battle City Management approval. Battle City monitors the air quality conditions from Government of Canada resources. Battle City will only close due to poor air quality conditions becoming a level 7 or higher (as indicated by the Government of Canada) and the level must remain at a level 7 or higher for a minimum of 3-hours.
- **Virus and Disease Rescheduling Policy:** In the event the reservation cannot operate due to illness or injury of a virus or disease (such as: Coronavirus, Monkeypox, seasonal flu), the Security Deposit amount will be credited to the event planner for rescheduling of the event or any other services offered by Battle City; the credit amount is valid for 60-days (the credit must be applied to a reservation or used within 60-days from the date of the original event). Reservations rescheduled due to illness of a virus or disease will be subject to no refund of the Security Deposit. Cancellations due to illness of a virus or disease is subject to Battle City Management approval.
- **State of Emergency Policy:** A total refund of the Security Deposit will be returned to the event planner in the event the reservation cannot operate due to a State of Emergency declared by a government body including a virus or disease.
- **No-Shows:** No refund will be available to groups that no-show or provide no notice for a reservation. The credit card on file will be charged for the remaining amount of the reservation.
- **Rescheduling Policy:** I understand that the reservation can be rescheduled without penalty up to 7-days prior to the reservation date. Reservations rescheduled with less than 7-days notice will be subject to no refund, no credit of the Security Deposit and the credit card on file will be charged for the remaining amount of the reservation. Rescheduling an event is subject to Battle City Management approval.
- **Security Deposit Credits:** A Security Deposit credit cannot be used a second time and should a rescheduled reservation be rescheduled a second time, no credit will be available. Exception: Inclement Weather, Virus and Disease and Poor Air Quality reasons as outlined in our policies. Credits must be applied to a reservation or used within 60-days from the date of the original event
- **Statutory Holiday Fee:** I understand that there will be an additional fee of \$90.00 per hour applied for Birthday Parties, Function and Mobile reservations scheduled on Statutory Holidays (such as, but not limited to: Family Day, Good Friday, Canada Day, Labour Day and Thanksgiving).
- **Mobile Reservation, Travel Fee:** I understand that there is a Travel Fee for reservations not booked at Battle City's venue. The travel fee will be calculated at \$0.60 per kilometer round trip.
- **Mobile Reservation, Event Location Good Condition Policy (If Applicable):** I understand that by using a location facilitated by me (the Event Planner), that I must ensure the event location is in good condition to host my event at. This includes it being free of hazards, elements of danger (including, but not limited to: tripping, slipping and falling hazards) and must free of animal excrement. I understand that Battle City will not set-up their equipment or operate their services at a location that is not free of hazards, elements of danger or free of animal excrement. I agree that if Battle City team members arrive for my event and the event location is not in good condition as described above, that the total invoice amount will still be due in full, even if Battle City does not provide their services as a result of my failure to ensure the event location was in good condition for my event. If the total invoice amount was paid in full prior to the event, no refund will be issued as a result of any failure to ensure the event location is in good condition for an event. If the total invoice amount was not paid in full prior to the event, the remaining invoice amount is to be paid in full within 5 days of the event. Failure to pay the invoice amount in full will result in the invoice amount and other related fees being claimed against me through civil action under the laws of Ontario. Battle City team members may authorize an event start time to be delayed to give the Event Planner an opportunity to meet this requirement. If Battle City team members authorize this delay there will be an additional fee of \$50.00 for every 1-30 minutes that the event is delayed. The approval for a delayed event start time will depend on the available schedule of the Battle City team. A delayed event start time is not guaranteed.