



Battle City Tactical Laser Tag – Terms of Service

Operating in Ontario, Canada

Effective as of July 7, 2026 (Updated) Published July 7, 2026 online at www.battlecity.ca

Business Entity Definition

For the purposes of this Agreement, "Battle City" refers to the business operating under the registered business name used by the owner. References to "Battle City Tactical Laser Tag," "Battle City," or any other operating name used in connection with the business shall be interpreted as referring to the same business. All terms herein apply equally to all name variations.

Version Control and Enforceability

These Terms of Service constitute the current governing version and supersede all previous versions, policies, verbal agreements, representations, or understandings relating to Battle City's services. Updated Terms become effective upon publication at www.battlecity.ca and apply only to reservations submitted on or after the effective date. Reservations submitted before that date remain subject to the version of the Terms accepted at the time of booking, unless the Client expressly agrees to the updated Terms.

Effective Upon Reservation Submission

By submitting a reservation, you (the "Client") acknowledge and agree to these Terms. This Agreement becomes binding immediately upon submission of the reservation or payment of the invoice, regardless of payment status or confirmation.

Section 1: Assumption of Risk and Liability Waiver

By booking or participating in any Battle City services ("SERVICES"), you acknowledge and accept that:

- Services involve physical activity and inherent risks (e.g., tripping, slipping, equipment malfunction).
- Risks apply to all attendees, including non-participants and minors.
- Outdoor Services may be affected by terrain, visibility, weather, or insects.
- Battle City is not liable for incidents occurring outside its operational area (e.g., parking lots, third-party property).
- You accept full responsibility for any minors in your care and confirm you are their legal guardian or have proper consent.

You agree to:

1. Waive all present and future claims against Battle City and its representatives.
2. Release Battle City from liability, including negligence.
3. Indemnify Battle City from any claims arising from your participation.
4. Accept liability for injuries or damages caused to third parties by you or your guests.
5. Reimburse Battle City for any lost, damaged, or unreturned equipment.
6. Secure any permits or insurance needed for private events, and name Battle City on these permits or policies.
7. Extend these terms to bind your estate, heirs, and assigns.



8. Ensure all attendees are aware of and comply with these Terms.
9. Accept responsibility for the conduct of all guests included in your reservation.

Section 2: Participation Requirements

- **Minimum Height:** 116 cm (3.8 ft); players must carry equipment unassisted.
- **Footwear:** Closed-toe shoes required. Players wearing sandals, flip-flops or Crocs will not be permitted to participate.
- **Non-Playing Guests:** Battle City reserves the right to limit the number of non-playing guests based on safety, occupancy, zoning, or operational requirements.

Section 3: Payment Terms & Deposits

- **Security Deposit:** Required to confirm all bookings. Non-refundable unless credited under Sections 5–10.
- **Refunds:** Only issued in accordance with these Terms, including Sections 5–7.
- **Authorization:** The Client authorizes Battle City to charge the payment method on file for any outstanding balance, applicable fees, charges, or penalties payable under these Terms without further authorization.

Section 4: Cancellation & Rescheduling

- **Cancellation:**
 - 14 or more days' notice: Deposit is non-refundable but may be credited for 60 days.
 - 8-13 days' notice: Deposit is non-refundable and non-creditable.
 - 7 or fewer days' notice: Full invoice amount is due; no credit or refund.
- **Late Cancellations:** Cancellations with 7 days or less or no-shows result in full invoice charges.
- **Rescheduling:**
 - Permitted with 7 or more days' notice.
 - 7 or fewer days' notice: Full invoice amount is due; no credit or refund.

Section 5: Weather Rescheduling (Outdoor Battle City Venues Only)

Rescheduling permitted only under the following:

- Rain ≥ 4.0 mm/hour (≥ 6.0 mm/hour from June to August);
 - Government-issued weather alerts, including lightning, wind, or severe storm warnings;
 - Decision must be made by Battle City at least 3 hours before the event;
 - Minor weather interruptions do not qualify.
 - Battle City reserves the right to relocate the event to its Oshawa indoor venue where reasonably necessary due to weather conditions.
 - Battle City reserves the right to postpone, relocate, or cancel any outdoor event where weather conditions are, or are expected to become, unsafe.
 - **Outcome:** 60-day credit issued for any payments made. No refunds.
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Section 6: Air Quality (Outdoor Battle City Venues Only)

Events may be rescheduled by Battle City if the Air Quality Health Index (AQHI) reaches 7 or higher for three or more consecutive hours, as reported by the Government of Canada.

Outcome: 60-day credit issued for any payments made. No refunds.

Section 7: Illness & Emergency

Events affected by a widespread communicable illness, public health emergency, or other significant emergency may be eligible for a credit at Battle City's discretion. Individual illness, minor medical conditions, or routine injuries do not automatically qualify.

Outcome: 60-day credit issued. No refunds unless required by law or a government-declared State of Emergency exists.

Section 8: Use of Credits

- Credits are valid for 60 days from the original event date.
 - Credits expire without notice 60 days after the original event date.
 - Credits may be applied once only; not re-creditable if rescheduled again.
 - Credits must fall within the original service category (indoor/outdoor/mobile).
 - Credits are non-transferable and have no cash value.
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Section 9: Play All Day Program:

- **Supervision:** Battle City supervises participants only during the scheduled program hours. Supervision begins upon check-in and ends upon authorized pick-up.
- **Drop-Off & Pick-Up:** The Client is responsible for participants before drop-off and after pick-up.
- **Authorized Pick-Up:** Participants will only be released to the parent/legal guardian or another person authorized by the Client. Battle City may request photo identification before releasing a participant.
- **Behaviour:** Battle City may remove a participant from the program for unsafe, violent, abusive, disruptive, or inappropriate behaviour. No refund will be provided where removal is necessary for safety or the well-being of other participants or staff.
- **Medical Information:** The Client must disclose any relevant medical conditions, allergies, medications, or special needs before attendance.
- **Personal Property:** Battle City is not responsible for lost, stolen, or damaged personal belongings brought to the program.
- **Meals:** Unless otherwise provided by Battle City, participants are responsible for bringing their own food, drinks, medications, and any other personal items required during the program.
- **Basic First Aid Care:** The Client authorizes Battle City to provide first aid care to the participant by a certified first aid trained team member.
- **Emergency Medical Care:** If the Client or emergency contact cannot be reached, the Client authorizes Battle City to obtain emergency medical assistance for the participant if reasonably necessary. The Client remains responsible for any resulting medical costs.

- **Late Pick-Up:** Battle City reserves the right to charge a late pick-up fee of \$29.99 plus applicable taxes for every 1–30 minutes after the scheduled pick-up time.



Section 10: Mobile Services Terms

- **Travel Fee:** \$0.60/km round trip.
- **Site Conditions:** The Client shall provide a clean, level, safe, and hazard-free event site.
- **Event Site Responsibility:** The Client is responsible for the selection, management, coordination, and safety of the event site, including the placement of vendors, structures, equipment, and participants. The Client shall be responsible for any loss or damage suffered by Battle City arising from the event site or the acts or omissions of the Client, event staff, contractors, vendors, participants, or other persons attending the event, or matters within the client's responsibility, except where caused solely by Battle City's negligence.
- **Event Infrastructure:** The Client is responsible for the placement, maintenance, and safe operation of temporary structures, tents, stages, barricades, fencing, utilities, and other event infrastructure under the Client's control or coordination. The Client shall be responsible for any loss or damage suffered by Battle City arising from such infrastructure, except to the extent caused solely by Battle City's negligence.
- **Protection of Battle City Property:** The Client shall use reasonable efforts to ensure that the event site remains safe and suitable for Battle City's staff, participants, vehicles, equipment, and property throughout the duration of the event.
 - Battle City shall not be required to operate where the site, weather, or actions of third parties create an unreasonable risk of injury or damage.
 - If Battle City reasonably determines that continued operation presents such a risk, Battle City may immediately suspend or terminate services without liability.
 - The Client acknowledges that Battle City's property includes, but is not limited to, equipment, vehicles, and all other property owned, leased, rented, or otherwise used by Battle City in connection with providing the Services, including electric vehicles used to power or operate the event.
 - Battle City may discontinue services where continued operation would expose any of the above property to an unreasonable risk of damage.
 - The Client accepts responsibility for damage to Battle City's property arising from event infrastructure, temporary structures, vendors, contractors, or site conditions under the Client's control or coordination.
- **Power Access:** Provided via electric vehicle, unless alternative arrangements are made by the Client.
- **Inflatable Anchoring and Underground Utilities:** Battle City secures inflatable structures using ground stakes (pegs) or other anchoring methods in accordance with manufacturer requirements and applicable safety practices.
 - The Client shall identify any known underground utilities, irrigation systems, drainage, septic systems, electrical wiring, communication cables, water lines, gas lines, or other concealed infrastructure before setup.



- Where staking is restricted or unsuitable, Battle City may refuse setup, modify the event layout, use an alternative anchoring method, or cancel setup if the inflatable cannot be safely secured.
 - Battle City determines the method of anchoring required for safe operation. The Client shall not instruct or require Battle City to use an anchoring method that, in Battle City's reasonable opinion, does not provide adequate safety.
 - Battle City shall not be responsible for damage to underground infrastructure or concealed property that was not disclosed to Battle City before setup, unless such damage results from Battle City's negligence.
- **Safety and Environmental Conditions:** Battle City reserves the sole right to refuse, suspend, delay, modify, relocate, or terminate any mobile event where, in Battle City's reasonable opinion, setup, operation, or teardown would create an unsafe condition for participants, spectators, staff, equipment, vehicles, or property.
 - Unsafe conditions include, but are not limited to: severe or rapidly changing weather; high winds; lightning; heavy rain; extreme heat; poor air quality; flooding; unsafe ground conditions; falling trees or debris; emergency services activity; hazardous site conditions; or any other condition that Battle City reasonably believes creates a safety risk.
 - The Client acknowledges that Battle City's determination regarding safety shall be final for the purposes of determining whether Services will continue.
 - Where Battle City has attended the event location and Services are suspended, delayed, modified, relocated, or terminated due to conditions beyond Battle City's reasonable control, no refund shall be provided. Any credit or rescheduling shall be in accordance with these Terms.
- **Weather Risk:** Outdoor bookings are at client's risk. Travel and first-hour fees are non-refundable.
- **Delays:** \$50.00 fee per every 1–30 minutes of delay caused by the site.
- **Cancellation and Rescheduling:** Policies outlined in Section 4.
- **Damage by third parties:** Battle City shall not be responsible for damage to its equipment, vehicles, or other property caused by third parties or conditions beyond Battle City's reasonable control. Nothing in this section limits Battle City's legal right to seek recovery from any person or organization responsible for such damage.
- **Insurance:** Where Battle City is providing Services at a public event, festival, corporate event, or other event organized by the Client, the Client shall maintain adequate liability insurance appropriate for the event and, upon request, provide proof of such insurance. To the extent permitted by the Client's insurance policy, the Client shall ensure Battle City is afforded the benefit of any available insurance coverage for loss or damage arising from the event, including coverage applicable to damage caused by event infrastructure, contractors, vendors, or other persons under the Client's control or coordination.
- **Insurance Claims:** Battle City's insurance is maintained for Battle City's protection and is intended as a last resort. Where Battle City suffers loss or damage arising from the event site



or from any act, omission, or circumstance for which the Client is responsible under this Agreement, the Client remains responsible for the resulting loss. If Battle City submits an insurance claim in respect of such loss or damage, the Client shall reimburse Battle City for any applicable insurance deductible and any uninsured losses recoverable by law, without limiting Battle City's right to pursue any other remedies available under this Agreement or at law.

Section 11: Statutory Holiday Surcharge

Events scheduled on statutory holidays are subject to a \$90.00 per hour surcharge.

Section 12: Legal Standing & Review Policy

- This Agreement is binding upon reservation; no signature required.
- Changes requested by the Client must be made in writing and approved by Battle City.
- **Governing Law:** Ontario, Canada.
- **Severability:** If any term is deemed invalid, remaining terms remain enforceable.
- **Dispute Resolution:** The client agrees to attempt direct resolution with Battle City before pursuing legal remedies.
- **Review Policy:** Battle City welcomes honest reviews and customer feedback. The Client agrees not to knowingly publish false statements of fact regarding Battle City, its employees, or its services. Nothing in this Agreement restricts truthful experiences or honestly held opinions. Battle City reserves all rights available under Ontario law regarding defamatory or malicious publications. Concerns should be submitted directly to: info@battlecity.ca

Section 13: Media Release Consent

By attending Battle City's Services, the Client and their guests consent to the capture and use of photographs and video recordings for promotional purposes, including social media, Battle City's website, and printed marketing materials.

To opt out, the Client must provide written notice before the event. Battle City will make reasonable efforts to accommodate such requests but cannot guarantee exclusion from all photographs or video recordings.

Battle City is not responsible for photographs or videos taken by other guests or members of the public.

Section 14: Chargeback Policy

Initiating a chargeback does not cancel or void this Agreement. Where the Client initiates a chargeback contrary to these Terms after Battle City has provided the agreed Services, the Client remains responsible for all amounts owing under this Agreement. Battle City reserves the right to recover the outstanding balance, chargeback fees, administrative costs, collection costs, court costs, and any other amounts recoverable by law.

Submission of false or misleading information to a financial institution or payment processor in support of a chargeback may also be relied upon by Battle City in any legal proceedings.



Section 15: Child Supervision Disclaimer

The Client, parent, or legal guardian is responsible for supervising minors before and after the scheduled event. Battle City is not responsible for minors outside scheduled event times and may refuse service to unaccompanied children.

Section 16: No-Refund Policy

No refunds are available for any services rendered except where required by applicable law or expressly provided elsewhere in these Terms.

Section 17: Summary of Key Policies

- Deposits are **non-refundable**
 - **Cancellation:** Minimum 14 days in advance (see Section 4)
 - **Rescheduling:** Minimum 7 days in advance (see Section 4)
 - Outdoor bookings are **at client's risk** (see Section 5-7)
 - Credits are valid for **60 days** and **single use only**
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Section 18: Limitation of Liability

To the maximum extent permitted by Ontario law, Battle City's total liability arising from any reservation or Services shall not exceed the total amount paid by the Client for that reservation.

Section 19: Force Majeure

Battle City shall not be liable for any delay, interruption, failure, suspension, relocation, or cancellation of Services caused by circumstances beyond its reasonable control, including but not limited to severe weather, high winds, lightning, flooding, fire, power outages, road closures, government orders, labour disruptions, equipment failures caused by external events, acts of God, or any other event beyond Battle City's reasonable control affecting the safety of persons or property.

Reservation Consent Confirmation

By submitting a reservation, you confirm that you have reviewed the most current Terms of Service as posted at www.battlecity.ca/terms-of-service, and you:

- Accept these Terms in full;
 - Accept legal responsibility for yourself and your group;
 - Confirm you have the authority to accept these Terms on behalf of all participants included in the reservation.
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Reservation Acknowledgement

By submitting a reservation or paying an invoice, the Client confirms acceptance of these Terms of Service.