

## **ASSUMPTION OF RISK, EXCLUSION OF LIABILITY AND WAIVER**

1. You acknowledge that the recreational activities are dangerous with many inherent risks and hazards, including but not limited to slipping, falling, impacting against walls, other people or the ground and as a consequence personal injury (including spinal injury) and sometimes death can occur and you voluntarily assume and accept all such risks and waive the right to sue Jump + Climb for any personal injury or death in any whatsoever caused by or arising from participation in such activities.
2. Jump + Climb, its employees, directors and agents are not liable to you, your dependants or your legal representatives for personal injury or death suffered by you due to the recreational activities not being supplied with due care and skill or not being reasonably fit for their purpose or for breach of any of the consumer guarantees applied by the Australian Consumer Law (Victoria), or due to the negligence, breach of contract or statute or statutory duty by Jump + Climb.
3. You release Jump + Climb, its employees, directors and agents from all actions, suits, claims, demands, costs and other liabilities in connection with or incidental to your use of the recreational activities whether caused by the negligence of Jump + Climb or otherwise.
4. You agree to hold harmless and indemnify Jump + Climb in respect of all actions, suits, claims, demands, costs and other liabilities you may have against Jump + Climb in connection with or incidental to your use of the recreational activities.
5. To the maximum extent permitted by law, but subject to the non-excludable consumer guarantees implied pursuant to the Australian Consumer Law, in no event will Jump + Climb, or its employees, directors and agents be liable in respect of any claim for any indirect or inconsequential loss or damage including without limitation personal injury, financial loss (such as loss of profits or use of capital or revenue or otherwise), or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort, equity, breach of statute or statutory duty or breach of any consumer guarantees.
6. Children must be at least 2 years of age to use the trampolines and when less than 6 years of age, be supervised at all times by a parent or a responsible adult guardian. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.
7. Weight limits for individual users on the trampolines may apply.
8. Children must be at least of 4 years of age to use the harness and climbing walls and when less than 13 years of age, be supervised by a parent or responsible adult. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.
9. Participants must be in good health and be free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues or wearing casts are not permitted on the trampolines, the wall, bag jump or any other equipment. If in doubt please seek medical advice.

10. You agree to pay the cost of and authorise Jump + Climb to take all steps it considers reasonably necessary to protect his or her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
11. All tickets remain the property of Jump + Climb and cannot be transferred, altered or resold. They are valid only for the date and time booked and are void if tampered with.
12. You must comply with all signs or other directions of Jump + Climb and it may suspend or cancel your access to the recreational activities in its absolute discretion for non-compliance with these conditions or for reckless or careless conduct.
13. Jump + Climb reserves the right to photograph, videotape and/or record you and/or your child and to use you or your child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.
14. This agreement shall be governed by the laws of Victoria.
15. Any provision of this agreement which is held to be unenforceable is, where possible to be severed to the extent necessary to make the agreement enforceable and the rest of the agreement is not affected.

**FOR THE PARTICIPANT**

I have had sufficient opportunity to read this agreement, fully understand its terms, understand that I have given up substantial rights by purchasing a ticket, I freely and voluntarily participate in activities at Jump + Climb within the rules and conditions displayed without inducement of any kind.