



## RISK WARNING & WAIVER – CONDITIONS OF ENTRY

Service Provider	Aerial Assault Trampoline Park PTY LTD (ACN 630 005 408) T/A Flip Out WG	
Name of Participant		
Address of Participant		
Date of Birth & Age of Participant	5/02/19	Age:
Parent, Guardian or person performing parental responsibilities <b>OR</b> Participant 18 years of age and older	<b>NAME:</b>	
	<b>ADDRESS:</b>	

### Risk Warning and Acknowledgement

- Participation in the Flip Out Trampoline Arena including Trampoline, jumping, flipping, foam pits and rides ('the **Recreational Activities**') supplied by **Aerial Assault Trampoline Park PTY LTD T/A Flip Out WG** ('the **Service Provider**') involves significant risks, including the risk of personal injury and death. Particular risks include:
  - Twists, sprains, ligament damage, broken bones and/or muscle or other physical injury;
  - Spinal injury/nerve damage;
  - Paralysis; and/or
  - Death;
- Before you participate in the **Recreational Activities**, you should ensure that you are aware of, and properly understand, all of the risks involved in the **Recreational Activities**, and that those risks will include any particular risks associated with any health condition or pre-existing disability from which you suffer.
- By signing this document, you acknowledge, agree and understand that your participation in the **Recreational Activities** provided by the **Service Provider** may involve the:
  - Risks generally; and
  - Particular risks described above.
- By signing this document, you acknowledge, agree and understand that you engage or participate in the **Recreational Activities** voluntarily and at your own risk in full knowledge of these risks.
- By signing this document, you also acknowledge, agree, and understand that the risk warning above constitutes a formal 'risk warning' for the purposes of the relevant legislation, including for the purpose of:
  - Section 5M of the Civil Liability Act 2002 (NSW);
  - Section 5I of the Civil Liability Act 2002 (WA);
  - Section 48 of the Consumer Affairs and Fair Trading Act (NT);
  - Section 43 of the Civil Law (Wrongs) Act 2002 (ACT); and/or
  - Section 13-19 of the Civil Liability Act 2003 (QLD).

### Waiver & Release

- Section 139A of *Competition and Consumer Act, 2010 (Cth)* permits the **Service Provider** of the **Recreational Activities** and associated services to ask you to agree that the statutory guarantees under the *Australian Consumer Law (Cth)* do not apply to you (or a person for whom or on whose behalf you are acquiring the services to engage in the **Recreational Activities**).
- By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the *Competition and Consumer Act 2010 (Cth)*):
  - Your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the **Service Provider**, its servant and agents, in relation to the **Recreational Activities** if the **Recreational Activities** or associated services were not provided to you in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
  - You (or the person for whom or on whose behalf you are acquiring the services) release the **Service Provider**, its servant and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.

8. By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law, the liability of the **Service Provider** in relation to recreational services and activities (as that term is defined in the *Australian Consumer Law* (Clth) and any similar state laws) for any:
  - a. death;
  - b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - c. the contraction, aggravation or acceleration of a disease;
  - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs:
    - i. that is or may be harmful or disadvantageous to you or the community;
    - ii. that may result in harm or disadvantage to you or the community;
 

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.
9. By signing this document, to the full extent permitted by law, you (or the person for whom or on whose behalf you are acquiring the services) agree to waive and/or release the **Service Provider**, its servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against the **Service Provider**, its servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you may suffer or sustain in the course of or consequential upon or incidental to your participation in the **Recreational Activities**, whether caused by the negligence of the **Service Provider**, its servant and agents, or otherwise.
10. By signing this document, you acknowledge, agree and understand that:
  - a. The **Service Provider** will permit you to participate in the **Recreational Activities**, and provide you with the associated services, in part in consideration of you signing this document;
  - b. The **Service Provider** may rely on this document in any proceedings commenced in any Court by me or by my heirs, executors and assigns;
  - c. The law of New South Wales governs this document.
11. You do not have to agree to exclude, restrict or modify or waive your rights against, or release, the **Service Provider**, its servants and agents, from any claims by signing this document, however the **Service Provider** may refuse to allow you to participate in the **Recreational Activities**, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, the Service Provider, its servants and agents, by signing this document. Even if you sign this document, you may still have further legal rights.
12. By signing this document you agree that the waivers and releases contained in this document apply for every visit you make to the **Service Provider** until such time as you withdraw or modify your consent in writing or the **Service Provider** modifies these terms with your consent by signing a new document. You will not be required to sign future waives on the understanding that this waiver document shall apply to all your future participation in the **Recreational Activities**.

General Conditions of Entry

13. You must abide by the instructions of the **Service Provider's** staff at all times or you may be removed from the premises and refused entry in future. This is to ensure safety and enjoyment for all participants engaged in the **Recreational Activities**. Your entry into the premises of the **Service Provider** is on strict condition that you comply with the safety and other general instructions given by the **Service Provider** is on strict condition that you comply with the safety and other general instructions given by the **Service Provider's** staff. You will not be given a refund for any unused time should you be removed from the premises for any reason whatsoever and you acknowledge your entry to the premises is strictly on this basis.
14. On occasion, promotional video or photographs may be used by the Service Provider which may include your image whilst being engaged in **Recreational Activities**. By signing this document you consent to this use unless you specifically request in writing that your image not be used for this purpose.
15. You acknowledge that security video is used on the public areas of premises of the **Service Provider** and consent to this use for security and safety purposes.

Signed and executed by )  
 Parent, Guardian or person )  
 performing parental )  
 responsibilities: )

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NAME OF SIGNING PARTY

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SIGNATURE OF PARENT/GUARDIAN  
(IF UNDER 18 )

Date:

End Date: