

ASSUMPTION OF RISK, EXCLUSION OF LIABILITY AND WAIVER

NOTE: These terms and conditions affect your legal rights. It is important that you read and understand them.

Hodie Dion Nominees Pty Ltd (ACN 006 037 109) trading as 'Jump + Climb' is a supplier of "recreational services" (as defined in section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***). The recreational services and facilities provided, include but are not limited, to trampolining, playground, climbing, equipment rental, the condition, layout, construction, design, maintenance and use of the climbs and surrounds and any other associated sporting activities or similar leisure time pursuits (**recreational activities**).

The purpose of this agreement is to limit the liability of Jump + Climb, its employees, directors and agents, and to exclude liability for any personal injury or death to the participant in the recreational activities. By purchasing a ticket from Jump + Climb, you agree that the supply of the recreational services and participation by you in the recreational activities is subject to the following terms and conditions:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ***Australian Consumer Law and Fair Trading Act 2012*** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.

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 12 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 limit for individual users set by manufactures safety standards are 120Kgs for trampolines and 150kgs for climbing.
8. 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.
9. 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.

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 PURCHASER / PARTICIPANT

I have had sufficient opportunity to read this agreement, fully understand its terms.

By purchasing a ticket for the use of the trampolines or any other equipment or facilities at Jump&Climb for yourself or on behalf of another person, you and that other person both agree that you make that purchase and enter this agreement as the authorised agent of that other person so that he/she will be bound by these terms and conditions.