

TERMS & CONDITIONS, WAIVER, RELEASE and INDEMNITY

Introduction:

A. You and Us

The terms **You** and **Your** mean the person who has entered these premises to observe or participate in the activities referred to below together with anyone that You are supervising or responsible for, and if you have paid for access to the Activities on behalf of another person, You agree that You are the authorised agent of that person so that they will also be bound by these Terms & Conditions, Waiver, Release And Indemnity (referred to on this sign as "**Terms**") set out on this sign.

In these Terms the terms **We**, **Us** and **Our** means One Force Pty Ltd (ACN 165 462 653) trading as Airborn Indoor Trampoline Park (ABN 27 165 462 653) and our servants, employees, officers and agents.

B. Activities

We provide recreational services as defined under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*. The recreational facilities that We provide allow You to participate in various activities (referred to on this sign as "**Activities**") including trampolining, training, a party room, touch ball, slam dunk and a foam pit.

1. Risk of Injury

- 1.1** You acknowledge and agree that participation in recreational activities in general including the Activities can be inherently dangerous and you may be exposed to certain risks during the Activities including physical hazards and as a consequence personal injury, disability and sometimes death can occur and your personal property may be damaged.
- 1.2** You acknowledge that You are aware of the dangers associated with the consumption of alcohol or any mind altering substance, drug or other substance which may impair Your judgment or physical ability or capacity to safely participate in the Activities and accept full responsibility for any injury, disability, loss or damage suffered by You associated with Your consumption of alcohol, mind altering substance, drug or other substance which impairs Your judgment, physical ability or capacity to safely participate in the Activities.
- 1.3** By entering on to these premises and observing or participating in the Activities, You agree that You have voluntarily read and understood the contents of these Terms and accept and assume the inherent risk in participating or observing the Activities.

2. Physical Fitness

- 2.1** Children under three (3) years of age are not permitted to participate in Activities. You acknowledge that if you permit any children between three (3) and twelve (12) years of age to participate in the Activities that no amount of supervision by Us can ensure their complete safety. You agree that it is Your responsibility, and not Ours, to ensure that such children are directly supervised by a responsible adult at all times. You and any person you appoint to supervise a child agree to be responsible for such children and agree to be bound by the Terms on their behalf.
- 2.2** You agree that You are in good health and not suffering from any injury, disability, or adverse medical or health condition that may increase Your risk of becoming injured or exacerbating any existing injury, disability or adverse medical or health condition while participating in the Activities. If You have a medical or health issue that is of concern, You should consult Your health services provider and receive medical clearance before engaging in the Activities.
- 2.3** You also acknowledge that You will not participate in the Activities if You are detrimentally effected by the use of a mind altering substance, drug or other substance which may impair Your judgment or physical ability or capacity to safely participate in the Activities and You acknowledge that We have the right to prevent Your participation in the Activities if we reasonably consider that Your judgment, physical ability or capacity to safely participate is in any way impaired.

3. Medical Treatment

- 3.1** In the event that You require urgent medical, hospital or surgical treatment, You authorise Us to consent to all reasonably necessary steps to protect your welfare in the event of personal injury, including medical/surgical assistance and hospital accommodation, including the administration of anaesthetics, operations, blood transfusions and ambulance transportation or all of them, and You undertake to pay the cost of all medical, hospital and ambulance expenses on demand.

4. Visual Images

- 4.1** You authorise Us to take photographic and visual images of You during Your participation in the Activities, which may be used for general promotion of Our activities.

5. Prohibited Substances

- 5.1** You acknowledge that smoking and the consumption of any unlawful drugs or alcohol is strictly prohibited and that Your participation in the Activities will not be allowed by Us if we reasonably consider that You have consumed such substances or are detrimentally effected by the use of them.

6. Dispute Resolution

6.1 Reasonable endeavors to mediate

You agree that if You are in dispute with Us over any matter in connection with participation in the Activities, You will endeavour in good faith to resolve the dispute with us including agreeing to take part in mediation to resolve the dispute.

6.2 Arbitration

You agree that if any dispute cannot be resolved with Us directly or through mediation within sixty (60) days then that dispute shall be submitted to binding arbitration in accordance with the applicable rules of the Australian Institute for Arbitrators and Mediators and the cost of such action shall be shared equally by the parties. You also agree that if the applicable rules for arbitration conflict with any clause in these Terms then these Terms are to apply.

7. Waiver, Release and Indemnity

7.1 You agree that to the extent permitted by law, We are excluded from any liability for negligence in respect of the Activities and the application of any of the the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and we are excluded from any liability under any civil liability or consumer law.

7.2 You agree to release and hold Us harmless from and against any liability arising out of any personal injury, disability, loss, damage or death caused to You or Your property or any other person arising from or in connection with Your participation in the Activities. This will be the case whether such personal injury, disability, loss, damage or death was caused directly or indirectly by providing You access to the Activities without due care and skill, where such Activities are not reasonably fit for purpose, or as a result of Our negligence, breach of contract or any way whatsoever.

7.3 You agree to indemnify and hold Us harmless from all claims, damages, losses, injuries and expenses (including legal costs) arising out of or resulting from Your participation in the Activities. The indemnification extends to all claims made by You against Us in respect of any personal injury, disability, loss, damage or death arising out of or in connection with Your participation in the Activities. This will be the case whether such claim, loss, damage, injury, disability or death was caused directly or indirectly by providing You access to the Activities without due care and skill, where such Activities are not reasonably fit for purpose, or as a result of Our negligence, breach of contract or any way whatsoever.

8. Warning under the Australian Consumer Law and Fair Trading Act 2012

8.1 **WARNING:** If you participate in these activities your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this sign.

NOTE: The change to your rights, as set out in or on this sign, 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**

9. Rules

9.1 You agree to comply with all signs or other directions We give You including any terms and conditions that are applicable to You when making a booking to participate in Activities. You acknowledge that we may suspend or cancel your participation in any Activities at Our absolute discretion for non-compliance with any terms and conditions, rules or any directions, or for reckless or careless conduct by You.

10. Law

10.1 Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Victoria and You irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria and comprises the entire agreement between You and Us.

10.2 Enforceability

Any provision of, or the application of any provision of, any document or these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

11. Acknowledgement

11.1 You acknowledge that you have read and fully understand the Terms set out on this sign. You acknowledge that by entering on to these premises and being able to observe or participate in the Activities You are agreeing to give up substantial rights. You further acknowledge that You are doing so freely and voluntarily without any inducement.