

## RISK WARNING & WAIVER – CONDITIONS OF ENTRY

Service Provider	JUMPD PTY LTD T/A JUMPD – PLEASE PRINT CLEARLY	
Participant 1	NAME:	D.O.B.: / / or circle <b>ADULT</b> if 18 or over
Participant 2	NAME:	D.O.B.: / / or circle <b>ADULT</b> if 18 or over
Participant 3	NAME:	D.O.B.: / / or circle <b>ADULT</b> if 18 or over
Participant 4	NAME:	D.O.B.: / / or circle <b>ADULT</b> if 18 or over
Address of participants	ADDRESS:	
Email of Parent / Guardian		
Parent/Guardian or person performing parental responsibilities	NAME:	
	ADDRESS:	

For the purposes of this document “**you**” and “**your**” includes a reference to each participant, parent or guardian and where there is any obligation on you, this will include an obligation for you to cause or ensure each participant complies with that obligation.

### Risk Warning and Acknowledgment

1. Participation in the JUMPD Arena including but not limited to trampoline, jumping, flipping, foam pits and rides (“the **Recreational Activities**”) supplied by JUMPD Pty Ltd t/a JUMPD Brookvale (“the **Service Provider**”) involves significant risks. **Using the Recreational Activities provided by the Service Provider are inherently dangerous and risky. Any person using the Recreational Activities does so at their own risk. The Service Provider or the occupier of these premises are not responsible for any loss, damage or injury incurred by any participant or any person in control of or accompanies or is the parent of a participant. No statement by any servant or agent to the contrary can be relied upon to contradict this risk warning.** Particular risks include but may not be limited to:
  - Twists, sprains, ligament damage, broken bones and/or muscle or other physical injury;
  - Spinal injury/nerve damage;
  - Paralysis, and/or
  - Death.
2. 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’s those risks will include any particular risks associated with any health condition or pre-existing disability from which the Participant may suffer.
3. 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.
4. By signing this document, you acknowledge, agree and understand that you engage or participate or allow the participant to engage or participate (as the case may be) in the **Recreational Activities** voluntarily and at your or the participants own risk in full knowledge of these risks.

### Waiver, Release & Indemnity

5. Legislation permits the **Service Provider** of the **Recreational Activities** and associated services to ask you to agree that the statutory guarantees 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.
6. By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law:
  - (a) 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, 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
  - (b) 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.
7. 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 by legislation) for any:
  - (a) death;
  - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

- (c) the contraction, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, 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) is excluded.

8. 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.
9. 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 the document in any proceedings commenced in any Court by you or by your heirs, executors and assigns;
- (c) The law of New South Wales governs this document.
10. By signing this document, you agree that the waivers and releases and the risk warning 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. Subject to any modification referred to, you will not be required to sign future waivers on the understanding that this waiver document shall apply to all your future participation in the **Recreational Activities**.
11. If any participant named in this document exercises or attempts to exercise any legal or alleged legal right ("**Claim**") against the **Service Provider** or any of its servants or agents, you indemnify the **Service Provider** against any loss, claim or damage suffered by the Service Provide as a consequence of any Claim.

#### General Conditions of Entry

12. You must abide and ensure your participants 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'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.
13. On occasion, promotional video or photographs may be used by the Service Provide 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.
14. 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.
15. Children must be of a crawling age and those under 12 years of age must be accompanied by an adult at all times. Children under 120cm are restricted to the KIDS area of the venue. This does not apply to the use of the Junior Zone where younger children can play but must be supervised by an adult. Where you are responsible for such children, you agree to be bound by these conditions on their behalf, and you agree to supervise them directly at all times.
16. All participants at the **Service Provider** must be in good health and free from any adverse medical conditions. For reasons of safety, customers with pre-existing medical health issues or wearing casts, are not permitted on the trampolines or the playcentre areas. If in doubt, seek medical advice.
17. All tickets, wristbands or electronic tags ("**Devices**" hereinafter), we might supply you, remain the property of the **Service Provider** and cannot be transferred or resold. They are valid only for the date shown, or the validation period executed by any booking you may perform. These devices are void if tampered with in any way.

**PLEASE CHECK THE FOLLOWING BOX IF YOU DO NOT WISH TO RECEIVE  
MARKETING AND PROMOTIONAL MATERIAL**

Signed and executed by Parent, Guardian or person performing parental responsibilities	NAME OF SIGNING PARTY: _____ or circle <b>ADULT</b> if 18 or over
	SIGNATURE OF PARENT/GUARDIAN IF UNDER 18 (OR PARTICIPANT (IF OVER 18): _____
	DATE:     /     /