



## RISK WARNING & WAIVER – CONDITIONS OF ENTRY

Service Provider		Trampolines R Great Pty Ltd (CAN 620 009 449) T/a Flip Out Prestons	
Participant 1: (Over 18 or under)	NAME:	D.O.B:     /     /	AGE:
Participant 2: (Under 18)	NAME:	D.O.B:     /     /	AGE:
Participant 3: (Under 18)	NAME:	D.O.B:     /     /	AGE:
Address of Participants	ADDRESS:		
Parent, Guardian or person performing parental responsibilities  <b>OR</b> Participant 18 years of age and older		NAME:	
		ADDRESS:	

### **Risk Warning and Acknowledgement**

- Participation in the Flip Out Trampoline Arena including trampoline, jumping, flipping, foam pits and rides ('the **Recreational Activities**') supplied by **Trampolines R Great Pty Ltd T/A Flip Out Prestons** ('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:
  - i) Section 5M of the Civil Liability Act 2002 (NSW);
  - ii) Section 5I of the Civil Liability Act 2002 (WA);
  - iii) section 48 of the Consumer Affairs and Fair Trading Act (NT);
  - iv) section 43 of the Civil Law (Wrongs) Act 2002 (ACT); and/or
  - v) sections 13 – 19 of the Civil Liability Act 2003 (QLD).

### **Waiver & Release**

- Section 139A of *Competition and Consumer Act, 2010 (Clth)* 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 (Clth)* 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.

