



PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ENTERING OUR PREMISES. IF YOU:

- 1. ARE UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT ON YOUR BEHALF;**
- 2. SIGN YOUR NAME ON THE FOLLOWING PAGE AND PAY TO ENTER, YOU WILL HAVE AGREED TO BE BOUND BY THESE CONDITIONS; AND**
- 3. ARE SIGNING THIS AGREEMENT ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE DOING SO AS THAT PERSON'S AGENT.**

1. The following conditions of sale (Conditions) will apply to and bind the purchaser of any goods or services supplied by AFL Max Adelaide Pty Ltd ABN 90 620 423 261 trading as AFL Max (We, Our, or Us). The Conditions are also displayed throughout our premises, are emailed to you when you make a booking and are available on our website at www.aflmax.com.au (Website):

- a. sells all tickets; and
- b. supplies all recreational services and facilities to You including, but not limited to [insert general description of types of activities], rental and maintenance, the condition, layout, construction, design, maintenance and use of equipment, the presence of people or objects on equipment, the surrounding areas and any other sporting or leisure time pursuits (Recreational Activities) in its premises, subject to the terms and conditions in this document (Conditions).

2. By:

- a. purchasing a ticket for using the facilities at Our premises, including wearing a wristband supplied by Us, accepting a discounted or complimentary pass to Our premises; or

b. using the facilities at Our premises,

You agree to have understood and be bound by these Conditions and that these Conditions are deemed to have been signed by You for the purpose of the exclusion of liability under section 42 of the Fair Trading Act 1987 (SA) (Fair Trading Act).

3. You acknowledge that:

- a. We, Our staff, management, directors and agents are not liable to You, Your dependants or legal representatives for personal injury, disability or death suffered by You whatsoever because the Recreational Activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty Us;
- b. the Recreational Activities are dangerous with many inherent risks and hazards and as a consequence personal injury, disability and sometimes death can occur and You assume and accept all such risks and waive the right to sue Us for any personal injury, disability or death in any way whatsoever caused by or relating to Your participation in the Recreational Activities;
- c. children must be at least eighteen (18) months of age to use Our premises and when less than thirteen (13) years of age be supervised by a 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;

- d. You, Your children and children for whom you are responsible, are in good health and that You, Your children and children for whom You are responsible are free from any adverse medical conditions;
- e. the weight limit is 150kgs. If you have weight concerns, before You engage in any Recreational Activity, You should seek approval from Your medical practitioner. The minimum height recommended for the activity floor is 110cm or above and customers less than 110cm tall or under 5 years old are recommended to use the [Kids Zone] only. and
- f. our safety policy and rules (Rules) are available on Our website which also include the rules and warnings displayed at Our premises. You agree to adhere to the Rules and acknowledge there is significant risk in non-compliance with the Rules. Strict adherence to the Rules by You is required by Us as a term of entry into Our premises.

4. While in Our premises You:

- a. agree to pay the cost of and authorise Us to take all steps We consider reasonably necessary to ensure the protection of Your welfare in the event of personal injury, including but not limited to the administration of any emergency medical treatment and ambulance transportation;
- b. consent to images and video being taken for security or promotional purposes of Yourself, Your children or of children for whom You are responsible;
- c. agree to protect and hold safe any of Your personal belongings. We are not in any way responsible for any articles that may have been lost or stolen on Our premises; and
- d. must comply with all signs or other directions and We may suspend or cancel Your access to Recreational Activities at Our premises in Our absolute discretion for non-compliance with these Conditions, or for reckless or careless conduct, aggressiveness and any other behaviour deemed unsuitable by Us.

5. Tickets issued by Us:

- a. remain Our property and cannot be refunded, transferred or resold (unless otherwise provided for Us);
- b. are valid only for the date shown; and



- c. are deemed void if tampered with.
- 6. You acknowledge that:
 - a. external food and drink cannot be consumed on Our premises; and
 - b. smoking, the consumption of alcohol (other than alcohol supplied by Us) or the use of any unlawful drugs or stimulants at Our premises is strictly forbidden and Your participation in the Recreational Activities will not be allowed if one of Our employees consider that You have undertaken these activities at Our premises, or are under the influence of alcohol or unlawful drugs or stimulants; and
 - c. You cannot use Our equipment under the influence of alcohol, drugs or any other stimulant.
- 7. A deposit is required to secure a party or event booking, and full payment made prior to Your visit. The deposit and the full payment made in advance are non-refundable.
- 8. These Conditions are governed by the laws of the State of South Australia, the courts of which shall have exclusive jurisdiction. If any of these Conditions are determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining Conditions remain and continue to be valid, binding and enforceable

FAIR TRADING REGULATIONS 2010 Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

- 9. Your Rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies You with services (including recreational service), there is:
 - a. a statutory guarantee that those services will be rendered with due care and skill; and
 - b. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
 - c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might

reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

- 10. Excluding, restricting or modifying Your rights: Under section 42 of the Fair Trading Act, the supplier of recreational services is entitled to ask You to agree to exclude, restrict or modify his or her liability for any personal injury suffered by You or another person for whom or on whose behalf You are acquiring the services (a third party consumer). If You sign this form, You will be agreeing to exclude, restrict or modify the supplier’s liability with the result that compensation may not be payable if You or the third party consumer suffer personal injury.
- 11. Important: You do not have to agree to exclude, restrict or modify Your rights by signing this form. The supplier may refuse to provide You with the services if You do not agree to exclude, restrict or modify Your rights by signing this form. Even if You sign this form, You may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child’s rights.
- 12. Agreement to exclude, restrict or modify rights: I agree that the liability of AFL Max Pty Ltd (ACN [insert]) as trustee for [insert name of trust (if relevant)], and trading as AFL Max for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.
- 13. Further information: Further information about Your rights can be found at www.ocba.sa.gov.au

FULL NAME

DATE OF ENTRY

DATE OF BIRTH

SIGNATURE

