



## RISK WARNING & WAIVER – CONDITIONS OF ENTRY

Service Provider	<b>Tuopifl Nominees Pty Ltd (ACN 610 775 310)</b> trading as Flip Out Munno Para
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### Risk Warning and Acknowledgement

1. Participation in the Flip Out Trampoline Arena including trampoline, jumping, flipping, foam pits and rides (“the **Recreational Activities**”) supplied by **Tuopifl Nominees Pty Ltd (ACN 610 775 310)** trading as Flip Out Munno Para (“the **Service Provider**”) involves significant risks, including the risk of personal injury and death. Particular risks include:
  - (a) Twists, sprains, ligament damage, broken bones and/or muscle or other physical injury;
  - (b) Spinal injury/nerve damage;
  - (c) Paralysis; and/or
  - (d) 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 those risks will include any particular risks associated with any health condition or pre-existing disability from which you 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:
  - (a) Risks generally; and
  - (b) Particular risks described above.
4. 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 those risks.
5. 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 Section 42 of the Fair Trading Act 1987 (SA).

### Waiver & Release

6. Section 139A of *Competition and Consumer Act, 2010 (Cth)* 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 (Cth)* 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).
7. 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)*):
  - (i) 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
  - (ii) 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.
8. 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 the Recreational Activities including but not limited to recreational services and activities (as that term is defined in the *Australian Consumer Law (Cth)*) for any:
  - (i) death;
  - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - (iii) the contraction, aggravation or acceleration of a disease;
  - (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    - (1) that is or may be harmful or disadvantageous to you or the community;
    - (2) 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) resulting from the supply of recreational services or recreational activities is excluded.
9. 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.



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10. By signing this document, you acknowledge, agree and understand that:
11. 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;
12. The **Service Provider** may rely on this document in any proceedings commenced in any Court by me or by my heirs, executors and assigns;
13. The law of South Australia governs this document.
14. You do not have to agree to exclude, restrict or modify or waive your rights against, or release, the **Service Provider**, its servants and agents, from any claims by signing this document, however the **Service Provider** may refuse to allow you to participate in the **Recreational Activities**, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, the **Service Provider**, its servants and agents, by signing this document. Even if you sign this document, you may still have further legal rights.
15. By signing this document you agree that the waivers and releases 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. 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**.
16. By signing this document you agree to pay the cost of and authorise the **Service Provider** to take all steps it considers 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.

### General Conditions of Entry

17. You must 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.
18. You acknowledge that smoking, the consumption of alcohol or the use of any unlawful drugs or stimulants at **Service Provider's** premises is strictly prohibited and your participation in the **Recreational Activities** will not be allowed should a member of staff consider that you have undertaken these activities at the **Service Provider's** premises, or under the influence of alcohol or unlawful drugs or stimulants.
19. You must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, Customers with pre-existing health issues or wearing casts are not permitted on any of the equipment. If unsure please seek medical advice.
20. All people under the age of 15 must be supervised by a parent or 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.
21. The weight limit for Customers is 120kgs. It is advised by the **Service Provider** that before participating in any **Recreational Activities**, if you have any weight concerns you should seek consent from your medical practitioner. The minimum height recommended for the general admission area is 110cm or above, if you are less than 110cm you are recommended to use the Kids Zone only. Without limiting any of the Conditions, Customers and supervisors of children acknowledge that access to either the Kids Zone or General Admission area outside of these recommendations is at your own risk.
22. On occasion, promotional video or photographs may be used by the **Service Provider**, 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.
23. 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.
24. Upon entering the **Service Provider's** premises you agree to protect and hold safe any of your personal belongings. The **Service Provider** is not held in any way responsible for any articles that may be lost or stolen at the **Service Provider's** premises.
25. All tickets remain the property of the **Service Provider** and cannot be refunded, transferred or resold, this includes but is not limited to, class bookings, party bookings, group bookings and event bookings. They are valid only for the date shown and are deemed void if tampered with.
26. A 50% deposit is required to secure a party, event or group booking, and full payment is required 7 days prior to the booking date. The deposit and the full payment made are non-refundable and non-transferable. Changes to bookings are only permitted 7 days prior to the booking date. All group /school bookings will only be reduced on the day of the booking up to 10% of the original booking quantity.



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27. If you purchase a ticket for the use of the trampolines or any other equipment or facilities at the **Service Provider's** premises on behalf of another person, you and that other person both agree that you make that purchase as the authorised agent of that other person so that he or she will be bound by these Conditions.
28. You acknowledge that Flip Out grip socks must be worn at all times on the trampolines and other activity areas.
29. You acknowledge that external food and drink cannot be consumed on the premises, only exception being reusable plastic drink bottles, a drinking fountain is provided for customers use.

### **Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)**

#### **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 services), there is -

- a statutory guarantee that those services will be rendered with due care and skill; and
- 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
- 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).

#### **Excluding, restricting or modifying your rights:**

Under section 42 of the *Fair Trading Act 1987*, 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.

#### **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.

#### **Agreement to exclude, restrict or modify your rights:**

I agree that the liability of Tuopilf Nominees Pty Ltd (ACN 610 775 310) trading as Flip Out Munno Para 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 -

(a) Excluded;

(b) restricted as set out below:

*[specify the nature of the restriction]*

(c) modified as set out below:

*[specify the nature of the modification]*

*\*Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.*

#### **Definitions**

1 **Recreational services** are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2 **Personal injury** is bodily injury and includes mental and nervous shock and death.

#### **Further information:**

Further information about your rights can be found at [cbs.sa.gov.au](http://cbs.sa.gov.au)



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Service Provider		<b>Tuopilf Nominees Pty Ltd (ACN 610 775 310)</b> trading as Flip Out Munno Para	
Participant 1	NAME:	D.O.B.: / /	AGE:
Participant 2	NAME:	D.O.B.: / /	AGE:
Participant 3	NAME:	D.O.B.: / /	AGE:
Participant 4	NAME:	D.O.B.: / /	AGE:
Participant 5	NAME:	D.O.B.: / /	AGE:
Participant 6	NAME:	D.O.B.: / /	AGE:
Participant 7	NAME:	D.O.B.: / /	AGE:
Participant 8	NAME:	D.O.B.: / /	AGE:
Participant 9	NAME:	D.O.B.: / /	AGE:
Participant 10	NAME:	D.O.B.: / /	AGE:

Signed and executed by Parent, Guardian or person performing parental responsibilities  <b>AND/OR</b> Signed and executed by the Participant (if over 18)	NAME OF SIGNING PARTY:	AGE:
	SIGNATURE OF PARENT /GUARDIAN IF UNDER 18 (OR PARTICIPANT (IF OVER 18)):	
	DATE: / /	
Signature of Witness		
Name and Address of Witness		
c/o Flip Out Munno Para, 600 Main North Rd, Smithfield SA 5114		