

SKILLSET SUPPORT AUSTRALIA

Waiver Form

DEFINITIONS For the purpose of this document the following definitions apply.

The Service Provider means **Skillset Support Australia**.

including its heirs, executors and assigns. The Service Provider is a 'supplier' for the purpose of the *Competition and Consumer Act 2010 (Cth)*.

You means the person signing the document, including any person for whom or on whose behalf the document is signed, their heirs, executors and assigns.

You are a consumer for the purpose of the *Competition and Consumer Act 2010 (Cth)*.

Recreational Activities means activities supplied by the Service Provider including, but not limited to trampolines, climbing, jumping, soft play, sliding, inflatables, and mini golf, ball sports, exercise and sports equipment

RISK WARNING By signing this document you acknowledge, understand, and agree that:

1.The **Recreational Activities** supplied by the **Service Provider** are engaged in for the purpose of enjoyment, relaxation, or leisure and constitutes a 'recreational activity' for the purposes of the relevant legislation, including for the purpose of Section 5K of the *Civil Liability Act 2002 (NSW)*.

2.Participation in the **Recreational Activities** involves risks, including general risks of personal injury and death. The following is not intended to be exhaustive, but particular risks can include:

- (a)slipping, falling, landing on trampoline joins and other hard and/or non-deflective surfaces, landing improperly, making contact with obstacles and surrounds; causing
 - (b)twists, sprains, broken bones, bruising, and/or physical injury;
 - (c)concussion;
 - (d)friction burns;
 - (e)serious physical injury;
 - (f)head and brain injury;
 - (g)neck injury;
 - (h)spinal Injury;
 - (i)paralysis; and
 - (j)death;
- collectively referred to as '**the risks**'.

3. In addition to the risks in paragraph 2, there are further risks which may arise due to any health condition the participant may have.
4. You are aware of and understand all the risks involved in the **Recreational Activities** both generally, and as particularly referred to in paragraphs 2, including those risks specifically arising from any health condition the participant may have.
5. Participation in the **Recreational Activities** involve the risks, despite the **Service Provider** taking all reasonable care, and as such the risks constitute 'inherent risk' for the purposes of the relevant legislation, including for the purpose of Section 51 of the *Civil Liability Act 2002* (NSW).
6. Having fully acknowledged and understood the risks, you freely and voluntarily participate in the **Recreational Activities** at your own risk.
7. You (in this clause meaning the person signing this document) are: (a) 18 years old or over; or (b) a parent or guardian of a child under the age of 18 participating in the **Recreational Activities**; or (c) a person accompanying a child under the age of 18, for whom you have control and who is participating in the **Recreational Activities**; or (d) a person accompanying, and in control of, a person who is participating in the **Recreational Activities** and who, due to a physical or mental disability lacks the capacity to understand this risk warning.
8. The information you have provided to the **Service Provider** both in this document and elsewhere is true and correct and you acknowledge that the **Service Provider** is entitled to rely on the information provided by, or representations made by you, in respect of any discharge of liability.

RISK WAIVER

9. Under the *Australian Consumer Law* several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the **Service Provider** is required to ensure that the recreational services it supplies to the participant (the **Recreational Activities**) —
- (a) are rendered with due care and skill;
 - (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
 - (c) might reasonably be expected to achieve any result you have made known to the supplier.
10. Under section 139A of the *Competition and Consumer Act 2010* (Cth) and section 5N of the *Civil Liability Act 2002* (NSW), the **Service Provider** is entitled to ask you to agree that the statutory guarantees referred to in paragraph 9 do not apply to you.
11. If you sign this form, you will be agreeing that your rights to sue the **Service Provider** under the *Competition and Consumer Act 2010* (Cth), if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

12.If you sign this form, under section 5N of the *Civil Liability Act 2002* (NSW) you will be agreeing that your rights to sue the **Service Provider**, because the services provided were not in accordance with any express or implied warranty that the services provided will be rendered with reasonable care and skill, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, 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. By signing this document you acknowledge, understand, and agree:

13.To waive and/or release the **Service Provider**, to the full extent permitted by law, from all liability in respect of any claim for personal injury or death, for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.

14.That the liability of the **Service Provider** for any: (a)death; (b)physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); and (c)the contraction, aggravation or acceleration of a disease or condition; that may be suffered by you as a result of the supply of recreational services (as defined by the *Competition and Consumer Act 2010* (Cth)) and **Recreational Activities** is excluded, to the full extent permitted by law.

15.To waive and/or release the **Service Provider** from any claim, right or cause of action which you might otherwise have against the **Service Provider**, for or arising out of your death or physical or mental injury, disease, 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**, or otherwise.

16.The **Service Provider**: (a)will permit you to participate in the **Recreational Activities**, and provide you with the associated services, subject to you signing this document; and (b)may rely on this document in any proceedings commenced in any Court by you; and you understand that the laws of the Commonwealth and the State of New South Wales govern this document.

17.You are signing this document freely and voluntarily with the knowledge that you do not have to agree to the terms of the document. However, if you do not sign this document, the **Service Provider** may refuse to allow you to participate in the **Recreational Activities**.

18.You are bound by the terms of this agreement and understand that the terms and waivers apply to you for every visit you make to the **Service Provider** until such time: (a)you withdraw your consent in writing; or (b)you modify this agreement by signing a new document.

CONDITIONS

19.You have read the safety instructions/warnings annexed to this document, as well as displayed onsite at which the **Recreational Activities** are supplied.

20.You agree to adhere to all safety instructions and acknowledge that failure to do so may result in personal injury, death, and the risks referred to in paragraph 2.

21.You agree that you are not intoxicated or have alcohol in your system, and that you are not under the influence of drugs or other substances and acknowledge that your failure to adhere to this paragraph may result in an unsafe environment and may result in your personal injury, death, and/or the risks referred to in paragraph 2.

22.You must abide by the instructions of the **Service Provider's** staff at all times or you may be removed from the activities and refused booking 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 activities.

23.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. You acknowledge that security video may be used on the public areas of the site/premises of the **Service Provider** and consent to this use for security and safety purposes.

DECLARATION, INDEMNITY, AND SIGNATURE

24.You acknowledge, agree, and understand that the information you have provided is true and correct and to the extent that it is not, the **Service Provider** is released of any liability in respect of any claim, right or cause of action arising out of personal injury or death, which you or your heirs, successors, executors administrators, agents and assigns might otherwise have against the **Service Provider**.

25.If you are the parent, guardian, or other adult accompanying and in control of a person under the age of 18 who is participating in the **Recreational Activities** ('the child') and you are signing this document on behalf of, or as an agent of, **the child**, you agree to indemnify the **Service Provider** against any liability, damage, or loss in respect of any claim, right or cause of action which **the child**, or their heirs, successors, executors administrators, agents and assigns might otherwise have against the **Service Provider**.

Parent/Carer Name:

Email:

Phone:

DOB:

Child's Name:

Child's DOB:

Parent / Carer Signature:

Parent / Carer Name:

Date: / /