



## **PARTICIPATION AGREEMENT AND WAIVER**

It is important you take the time to review this agreement when you purchase your own ticket or tickets for others. In both instances you are agreeing to be bound by the Conditions of this agreement. Please note the following:

- **If you are under the age of 18, this agreement must be signed by your adult guardian.**
- **Any adult may legally sign for anyone under the age of 18. By signing this agreement, it will be assumed that parental or guardian permission has been obtained prior.**
- **If you are hosting a group of people under the age of 18, you can sign on everyone's behalf. Please note, this means you are legally taking responsibility for all the patrons you sign for.**

Please be aware that all participants at TreeClimb must:

1. Be a minimum height of 100cm to use the Children's course
2. Be a minimum height of 135cm to use the Grand course
3. Not weigh over 135kg and safely fit into the provided harness
4. Have an adult guardian on-site if they are under 15 years
5. Demonstrate a clear understanding of the safety system and procedures
6. Complete the practice course unaided
7. Behave in a manner that promotes safety for themselves and others at all times
8. Not show any signs of being under the influence of alcohol or drugs
9. Be free of any medical conditions, as listed in our Terms and Conditions of Sale, that could be aggravated by physical exertion
10. Wear flat, enclosed and well-fastened footwear
11. Have long hair tied back, away from the equipment
12. Ensure personal items are always safe and secure
13. Have signed a Participation Agreement, or if they are under 18, had one signed for them by their adult guardian.

### **EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK.**

**The following conditions affect your legal rights so please read carefully:**

We, TreeClimb (ABN 38 165 787 593) and our related bodies corporate (hereinafter collectively known as "Bounce SA"), own and operate the following Australia-based leisure attractions: Bounce SA and TreeClimb. By participating and buying a ticket at TreeClimb you are agreeing to the following:



## RISK

### ACKNOWLEDGMENT

1. You accept that by buying a ticket at TreeClimb you agree to be bound by all our Terms and Conditions.
2. You accept that outdoor recreational activities like TreeClimb involve a significant risk to the participants suffering personal injury including the possibility of serious injuries, permanent disability or death. By engaging in such activities, you do so at your own risk.
3. You acknowledge and agree that Recreational Activities are dangerous with many inherent risks and hazards. As a consequence, personal injury, permanent disability and death can occur and by signing this agreement you accept all such risks.

### CONDITIONS OF SALE AND PRIVACY POLICY

1. By signing this agreement, you accept TreeClimb's Conditions of Sale and Privacy Policy. The conditions of sale are displayed clearly throughout the venue, are emailed to you when you make a booking and are clearly available along with our Privacy Policy to view on our website [www.treeclimb.com.au](http://www.treeclimb.com.au).
2. If you feel unsure of or need clarity on either the Terms and Conditions or the Privacy Policy, please email us prior to your booking at [info@treeclimb.com.au](mailto:info@treeclimb.com.au).

### LAW AND JURISDICTION

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 should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deleted, and the remaining Conditions of Sale remain and continue to be valid, binding and enforceable.

### 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 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 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 consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify TreeClimb or Bounce SA'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.
- TreeClimb may refuse to provide you with services if you do not agree to sign this form.
- Even if you sign this form, you may still have legal rights against TreeClimb.
- A child under the age of 18 can't 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 can't 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 TreeClimb, and any of its associated entities, 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.

Participant Name (BLOCK LETTERS):

Participant Signature (18 years and above):

Parent/Guardian Name (BLOCK LETTERS):

Parent/Guardian Signature:

Date: