



TreeClimb participation agreement and terms and conditions of sale

All contracts with TreeClimb SA Pty Ltd (ABN 62 612 016 145) ("TreeClimb") and/or participation in activities provided by TreeClimb are subject to the following terms and conditions.

The following terms and conditions affect the legal rights of participants and of those purchasing tickets for minors, so please read them carefully as they exclude or limit participants' rights to the extent permitted by the law in the event of injury, or in the case of minors the adult signing on their behalf agree to indemnify TreeClimb for all costs incurred relating to any claim made by the minor(s) for personal injury sustained.

By purchasing a ticket and participating at TreeClimb you are agreeing to the following:

If you are making a purchase on behalf of another person(s), you also agree that you are making the purchase as their fully authorised agent.

1. TICKETS AND BOOKINGS

- 1.1 Tickets can only be purchased through the website using a valid credit card. Payment is taken in full upon submission of the booking, and bookings are not confirmed until payment is completed.
- 1.2 After completing your purchase, you will gain access to an online page confirming your order. You will also receive an email attaching your Tax Invoice, order confirmation, and a request to electronically sign this mandatory waiver (if 18 years or older).
- 1.3 Tickets and vouchers must be original, display an expiry date and be presented at check-in. Photo ID and signatures may be required on request. Fraudulent use will be referred to police.
- 1.4 Ticket prices are inclusive of GST. Any purchase will be charged in Australian dollars and you are solely liable for any currency conversion fee or other amounts charged by your banking provider.
- 1.5 Group bookings of more than 50 climbers may pay a 50% (or more) non-refundable deposit to secure the time and day of the booking with the remainder of the balance to be paid no longer than 5 business days ahead of the booking date.
- 1.6 Admission price includes access to the chosen course for the selected session time and does not guarantee access to all courses during that session time.
- 1.7 You must arrive at least 15 minutes prior to your booking time to ensure all conditions of entry are met during check-in, as we adhere to a strict schedule for bookings.

2. CANCELLATION AND RESCHEDULING

- 2.1 TreeClimb operates a no-refund policy for all cancellations, non-attendances, late attendance, and failure to participate and breach the conditions of entry. Subject to any rights you may have under the Australian Consumer Law, all bookings are final.
- 2.2 A booking may only be rescheduled by contacting TreeClimb by phone at least 48 hours in advance of the booking date and time.
- 2.3 If in the instance a session is rescheduled by TreeClimb due to safety, you reserve the right to reschedule your session to another available timeslot or request a refund.
- 2.4 If a booking needs to be rescheduled by TreeClimb, we will make contact using the details recorded in your booking at least 24 hours ahead of your booking time.
- 2.5 If the remainder of a booking balance is not paid in full 5 business days or more ahead of the booking, the booking will be cancelled, and the booking holder will forfeit the deposit.

3. PARTICIPATION IN THE ACTIVITIES

- 3.1 The operation of some elements within the course may be affected by adverse weather conditions or maintenance activity and may not be operational on the day you visit the venue.

- 3.2 Children under 15 years of age must always have a parental supervision. Please refer to the Camps and Excursions Guidelines for South Australia for appropriate supervision ratios (<https://www.education.sa.gov.au/sites/default/files/camps-excursions-guidelines.pdf?v=1525669797>).

- 3.3 TreeClimb reserve the right to refuse entry or remove guests at our discretion, including; for vandalism, theft, offensive behaviour, failure to properly supervise persons under your care, or failure to follow safety instructions or failure to comply with these terms and conditions, including failing to disclose pre-existing medical conditions that could cause injury by participating in TreeClimb activities.

- 3.4 Alcohol and drugs are strictly prohibited, as is their consumption prior to participating. TreeClimb has the right to refuse entry if it deems a participant to be under the influence of alcohol or drugs.

- 3.5 TreeClimb reserve the right to inspect bags on the site at any time for security purposes.

- 3.6 Prior to commencing your activity, you will be required to sign this agreement/waiver if you are 18 years and above or booking on behalf of a group who are 18 years or above.

- 3.7 You agree to our Privacy Policy, including the terms regarding the use of your image and likeness. Our Privacy Policy is available on www.treeclimb.com.au.

- 3.8 Design, logos and systems of TreeClimb are protected by copyright and other intellectual property rights. You must not infringe those rights.

- 3.9 Because of the nature of the activities, including the height of the activities, exposure to the elements and the physicality involved, there are inherent risks in participating in our activities.

- 3.10 For your safety and comfort there are height and weight restrictions on some of our activities. Refer to the TreeClimb Conditions of Entry below.

- 3.11 Pregnant women, individuals with fractures or sprains or pre-existing health issues should not participate. Specific restrictions are set out below in the Medical Conditions List.

- 3.12 Participants must be in good health and free from any potentially adverse medical conditions. You should seek medical advice if uncertain.

- 3.13 Adults / carers are responsible for persons under their supervision.

- 3.14 You must act with good judgement and consideration, both for yourself and others, and refrain from behaviour which could affect your safety, the safety of others, and the safety of devices or attractions.

- 3.15 You must obey all reasonable written and verbal instructions and warnings, given by TreeClimb or our crew, including all guidelines and safety instructions.

- 3.16 You must use, as instructed, all safety equipment provided when participating in any attraction or activity.

- 3.17 You are responsible for your own personal property and perishable goods.

- 3.18 TreeClimb takes all reasonable steps to provide you with a safe and enjoyable experience.

4. TREECLIMB CONDITIONS OF ENTRY

- 4.1 All participants must:
 - be a minimum height of 100cm to use the Children's course;
 - be a minimum height of 135cm to use the Grand course;
 - not weigh over 135kg and safely fit into the provided harness;
 - have a parent or adult guardian on-site if they are under 15 years;
 - demonstrate a clear understanding of the safety system and procedures;
 - complete the practice course unaided;
 - behave in a manner that which always promotes safety for them and others;
 - not be under the influence of alcohol or drugs;
 - be free of all medical conditions listed in the Medical Conditions List below, or any other condition(s) if they could cause injury or increase the risk of injury by participation in the activities;
 - wear flat, enclosed and well-fastened footwear;
 - have long hair tied back, away from the equipment;
 - ensure personal items are always safe and secure; and
 - sign this Agreement (if 18 years or above) or in the case of minors have a parent or adult guardian sign it and indemnify TreeClimb.

5. MEDICAL CONDITIONS LIST

- 5.1 TreeClimb recommend that you consult a health professional if you have the following conditions prior to booking and participating in the activities**:
 - Pregnancy;
 - Heart Conditions;
 - Recent Sprains or Muscular Injuries;
 - Back Pain or Chronic Back Pain;
 - Panic/Anxiety Attacks;
 - High or Low Blood Pressure;
 - Bone Disorders;
 - Fragile Skin;
 - Dislocations;
 - Diabetes;
 - Epilepsy, especially PSE;
 - Prosthetics- includes Cosmetic Implants;
 - Neurological Disorders;
 - Disabled or physical impairment;

** Please note this does not necessarily exclude a person from doing our activities. However, TreeClimb reserves the right to deny you access to the activities if you aggravate any of the above conditions and if TreeClimb, acting reasonably, is not completely satisfied that it is safe for you to participate.

- 5.2 Participants must declare if they have any of the above medical conditions when they check in.

- 5.3 TreeClimb reserves the right to change the terms and conditions contained within this agreement at any time without notice. If you do not agree to the varied terms, please immediately cease any further use of our services. Any amendments to the agreement will not affect any accrued rights of the parties.

6. RECREATIONAL SERVICES— EXCLUSION, RESTRICTION OR MODIFICATION OF RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW (SA)

Your rights:

- 6.1 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) 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 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 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:

- 6.2 Under section 42 of the Fair Trading Act 1987 (SA), TreeClimb, as the supplier of recreational services, is entitled to ask you to agree to exclude, restrict or modify their 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*).
- 6.3 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:

- 6.4 You do not have to agree to exclude, restrict or modify your rights by signing this form.
- 6.5 TreeClimb may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.
- 6.6 Even if you sign this form, you may still have further legal rights against TreeClimb.
- 6.7 A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.
- 6.8 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.

7. RISK ACKNOWLEDGMENT AND EXCLUSION OF CONSUMER GUARANTEES FROM SUPPLY OF RECREATIONAL SERVICES

- 7.1 For the purpose of the Civil Liability Act 1936 (SA), section 139A of the Competition and Consumer Act 2010 (Cth) and any other applicable civil liability legislation, it is agreed that the TreeClimb's activities are "recreational services" as they consist of participation in a sporting activity or a similar leisure time pursuit or an activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of recreation, enjoyment or leisure and/or are dangerous and that there is a significant and obvious risk to my health and safety in participating in the activities.

- 7.2 It is acknowledged that the potential risks in participating in the recreational services include, but are not limited to:

- a) death;
- b) physical injury (e.g. twists, sprains, broken bones, fractures, spinal injury, paralysis) or mental injury;
- c) contraction, aggravation or acceleration of a disease or medical condition;
- d) 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:

- that is or may be harmful or disadvantageous to me or the community;
- that may result in harm or disadvantage to me or the community.

- 7.3 It is acknowledged, agreed, and understood that the risk warning in the preceding paragraphs constitutes a risk warning for the purposes of relevant legislation. I acknowledge that TreeClimb's liability arising from participating in the activities offered by TreeClimb is excluded or reduced by these terms and conditions in so far as is possible as a result of the risk warning.

- 7.4 By signing this agreement, it is acknowledged, agreed and understood that, to the full extent permitted by law (including by section 139A of the Competition and Consumer Act 2010 (Cth)):
 - a) all participants' rights to sue TreeClimb in relation to the recreational activities, if the activities or associated services were not provided in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded or alternatively limited to a refund of the cost of the activities; and

- b) participants release TreeClimb 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,

in so far as the activities result in death or personal injury to the participant, but not including significant personal injury caused by TreeClimb's reckless conduct.

- 7.5 You acknowledge and agree that:
 - (a) the recreational activities provided by TreeClimb are dangerous with many inherent risks of injury or death;
 - (b) as a participant you assume and accept all such risks and hereby waive the right to sue TreeClimb, its employees, directors or agents for any personal injury or death in any way whatsoever caused by or relating to the participation in such activities to the full extent permitted by law;
 - (c) TreeClimb, its employees, directors and agents are not liable to participants, their dependants or legal representatives for personal injury or death suffered due to the negligence, breach of contract, statute or statutory duty by TreeClimb in any way relating to or arising from the supply of recreational activities to the participants.

8. INDEMNITY AND WAIVER

- 8.1 By agreeing to these terms and conditions you agree to the following:
 - (a) to indemnify TreeClimb for and against all liability (in tort, contract, statute or otherwise) TreeClimb may have to you as a participant (or to any third party consumer you purchase tickets for TreeClimb's recreational services for);
 - (b) if you purchase tickets for minors, then you agree to indemnify TreeClimb for any liability (in tort, contract, statute or otherwise) TreeClimb may have to those minors;
 - (c) if the above indemnity provisions are deemed to be inoperable by a court, then you agree that the liability of TreeClimb (in tort, contract, statute or otherwise) to you as a participant is limited to a refund of the cost of the activities;
 - (d) to the full extent permitted by law, you agree to waive and release TreeClimb in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses whatsoever in connection, directly or indirectly, with participation in the recreational services provided by TreeClimb, including those arising under statute, tort, contract, common law or equity (including for TreeClimb's negligence).

9. PRIVACY POLICY

- 9.1 By signing this agreement, you accept TreeClimb's Conditions of Sale and Privacy Policy.
- 9.2 The Conditions of Entry, Waiver and Terms and Conditions are displayed throughout the venue.
- 9.3 All Conditions of Entry, Waiver and Terms and Conditions are emailed when a booking is made.
- 9.4 Our Privacy Policy is available to view on our website www.treeclimb.com.au.

10. LAW AND JURISDICTION

- 10.1 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 Terms and Conditions of Sale remain and continue to be valid, binding and enforceable.
- 10.2 If any of the terms and conditions within this agreement are held to be invalid, illegal or unenforceable by a court then it is agreed that those unenforceable terms are to be read down to the extent necessary to ensure that they are not invalid, illegal or unenforceable. If that is not possible, then it is agreed that they will be severed from this agreement and all other terms and conditions will remain valid.
- 10.3 If you have any questions, please contact us via the website prior to your booking.