



## ACKNOWLEDGEMENT and WAIVER

“Activities” means all trampolining and associated activities at Rebound Arena.

“CCA” means the Competition and consumer Act 2010.

“Damage” includes death, or a physical or mental injury of an individual (including the aggravation, acceleration, or recurrence of such an injury to the individual) as that term is defined in the CCA.

This document must be completed by all persons accessing Rebound Arena. A parent or guardian must provide this document on behalf of any persons under the age of 18 years. The activities are recreational and involve a significant degree of risk and exertion. As such certain implied consumer guarantees which might otherwise apply under the CCA may be excluded by the operation of this waiver. You must prior to accessing Rebound Arena disclose any condition that suffer which will interfere with your ability to participate in the activities.

### ACKNOWLEDGEMENT

I acknowledge that the activities involve a degree of danger, risk and hazard which may result in Damage, loss, cost or expense. By signing this document, I agree that I will engage in these activities at my own risk. I acknowledge that this document represents a release and discharge from legal responsibility in favour of Rebound Arena. I have read the document and understand its nature and effect and I have signed this document freely and voluntarily. I agree to take note and abide by all Rules, Warning Notices and instructions issued by Rebound Arena Staff. I agree that my continued participation in the activities is conditional upon strict compliance with the rules, Warning Notices and instructions by Rebound arena staff. Failing to comply will result in my being directed to leave.

### WAIVER

To the full extent permitted by law, I agree to waive and release Rebound Arena from all actions, claims or suits with respect to any loss, cost expense or Damage I might suffer because of undertaking the activities, using the equipment and facilities, or receiving training or instruction relation to the activities. Patrons indemnify Rebound Arena and its Personnel ("Indemnified Parties") against all loss, liability, damage or expense incurred by any of the Indemnified Parties in connection with the Patron's participation in the Activities and/or use of the Venue, to the extent caused by the Patron.

### DISCLOSURE

I do not suffer from any physical, mental or other condition which may affect my ability to safely undertake the activities offered at Rebound Arena. I have provided Rebound Arena with all the information relevant to my participation in the activities offered at Rebound Arena including details of any pre-existing conditions which may be aggravated by my undertaking the activities.

### WARRANTY

I warrant that I am not at the time accessing Rebound Arena under the influence of a drug or alcohol. I have a reasonable degree of fitness and I do not suffer a condition that will affect my ability to participate in the activities.

### CONSENT

I consent to Rebound arena taking any necessary action to assist with my welfare including the administration of any emergency medical treatment or the engagement of medical services. I also agree to be responsible for and indemnify Rebound Arena for the cost of any treatment incurred for my welfare.

### MISCELLANEOUS

Each provision in this agreement is individually severable. If any provision is or becomes illegal, unforeseeable or invalid it is to be treated as being severed from this agreement, but the rest of the agreement will not be affected.

### MEDIA RELEASE

I agree to the following: I consent to the use of my image for promotional purposes while promoting Rebound arena. You have the right to photograph me on film or video or digital recording media for use in promotion media such but not limited to websites, social media or television. I acknowledge that you own all rights (including copyright) in the recordings.

Name of Participant.....

Name of Parent or Guardian (for persons under age 18 years) .....

Signature of Participant (Parent or guardian if under 18 years) .....DATE.....