

FX ZONE SPORTS CENTRE & TRAMPOLINE PARK - Waiver, Release and Indemnification Agreement

PLEASE READ CAREFULLY. BY SIGNING, YOU ARE ASSUMING RISK OF SERIOUS INJURY OR DEATH AND MAY BE GIVING UP IMPORTANT LEGAL RIGHTS.

In consideration for being allowed to enter the and/or participate in any activity and/or program (collectively the "Activities"), at **HIT & BOUNCE PTY LTD** trading as **FX Zone Sports Centre & Trampoline Park ABN 66 158 337 690** (hereby known as "**FX Zone**"), I the undersigned, hereby acknowledge, agree and represent each of the following, on behalf of myself and, if applicable, on behalf of any person under the age of 18 for whom I am a parent or guardian (each a "Minor(s)"):

1. I acknowledge and understand that there are inherent risks associated with participation in the Activities at FX Zone, from using trampolines and sporting equipment, and being in close proximity to those engaged in such Activities, including, without limitation, to scrapes, bruises, cuts, and even more serious injuries, such as paralysis or death, and I fully accept and agree to assume all of these risks **including risks arising from the negligence of other participants.**
2. I and or the Minor(s) are or am voluntarily participating in the Activities including, but not limited to, the use of equipment, facilities, car park and premises.
3. I and or the Minor(s), knowingly and fully assume all risks, associated with participation in the Activities including personal injury, death or disability to me and/or the Minor(s), and waive all claims for damage from all risks associated with participation in the Activities, **including risks arising from the negligence of other participants.**
4. I understand that the Activities are not a ride or entertainment but rather a physical activity that exposes me and or the Minor(s) to the risks inherent with strenuous physical exertion and stress to which I and/or the Minor(s) will be exposed, and that it may include the risk of bodily injury or death.
5. I have answered the health check for myself and each of the Minor(s), in applicable and each of the following statements is true and complete, and will remain true and completed, at all times when participating in the Activities:
 - a. Neither the Minor(s) nor I have a history of neck, back or heart problems.
 - b. Neither the Minor(s) and/nor I weigh more than 120 kg. Each jumping mat has a bearing capacity of 120 kg.
 - c. Neither the Minor(s) nor I have suffered a shoulder dislocation in the past.
 - d. Neither the Minor(s) nor I is pregnant.
6. I confirm that the answers provided in this form are true and correct and that FX Zone has relied on my answers in allowing me and or the Minor(s) (if applicable) to participate in the Activities.
7. To the extent that the statements in 5a, 5b, and 5c are not true and correct I will inform the receptionist at the premises. I understand and accept that any of the circumstances listed in 5 may increase the risk of injury, disability or death that might result from participation in the Activities and by participating in the Activities I or the Minor(s) accept those risks.
8. I assume all risk of any damage, loss or theft of any personal property that the Minor(s) or I may suffer on the premises including from any locker or safe custody location.
9. I will and I will ensure that the Minor(s) follow all the safety rules of FX Zone.
10. I and/or the Minor(s) accept that FX Zone may, in its absolute and unfettered discretion refuse my and/or the Minor(s) participation in the Activities and or expulsion from the premises.
11. I am/the Minor(s) is, fit to undertake the Activities. Neither I nor any of the Minor(s) (if applicable) suffers from any medical, physical or psychological conditions or is affected by any drugs or alcohol, nor has been advised of any condition by a qualified medical professional that may prevent or restrict me and/or the Minor(s) from participating in the Activities.
12. I represent and warrant that I am over the age of 18 and have the capacity to agree to this release and waiver. Where I am signing on behalf of a Minor(s) I represent and warrant that I am authorised to do so.
13. To the extent permitted by law, including the Competition and Consumer Act 2010, I agree on behalf of myself and/or the Minor(s) and my/their personal representatives, successors, heirs, and assigns to hold FX Zone, its owners, related entities, officers, directors, agents, instructors, employees, and members, as well the property owner and tenants of the property and the owners, sellers, manufacturers and installers of the equipment used in connection with the Activities (collectively, the 'Releasees') harmless from any and all claims or causes of action arising out of my and/or the Minor(s) participation in the Activities.
14. To the extent permitted by law, including the Competition and Consumer Act 2010, I expressly release and discharge the Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me and/or the Minor(s), while participating in any of the Activities, including without limitation, use of the trampolines, Bubble Soccer, pitching, bating and or jumping, receiving instruction, strenuous bodily movement, exposure to extreme conditions, and contact with equipment or machine parts thereof. To the extent permitted by law, this release is valid and effective whether the damage, loss (physical or economic) or death is a result of any act or omission (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY) on the part of any of Releasees or from any other cause. To the extent permitted by law, this Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of:

- a. use of the facility or its improper maintenance,
 - b. use of any equipment which may malfunction or break,
 - c. improper maintenance of any equipment,
 - d. instruction or supervision, or
 - e. slipping and falling while in the facility or on the surrounding premises.
15. I acknowledge that I have carefully read this waiver and release, have had the opportunity to obtain advice in relation to the waiver and release, and fully understand that, to the extent permitted by law (including the Competition and Consumer Act 2010) it is a release of all liability and a waiver of any right that I may have on behalf of myself and/or the Minor(s) to bring a legal action or assert a claim for injury or loss of any kind against any of the Releasees.
16. I hereby consent to allow the use of voice, video, image or likeness in photographs and/or video for myself and/or the Minor(s) for use by FX Zone in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.
17. By signing this form, I give permission for FX Zone to use my email address to advertise products or promotions related to their company. I also give permission for FX Zone to use my email address to respond to feedback given about FX Zone.
18. **I agree that in the event that any provision in this Release and Waiver of Liability is unenforceable under applicable law, the remaining provisions shall be enforced to the fullest lawful extent.**

Health Check List for: PARTICIPANT NAME **Age:** _____

	Yes	No
Do you have a history of neck, back or heart problems?		
Does your weight exceed 120 kg?*		
Have you ever had a joint dislocation? e.g., shoulder, hip, knee, etc		
Are you currently pregnant?*		
Have you ever had other serious injury or limb dislocation or limb reconstruction?		

Health Check List for: PARTICIPANT NAME **Age:** _____

	Yes	No
Do you have a history of neck, back or heart problems?		
Does your weight exceed 120 kg?*		
Have you ever had a joint dislocation? e.g., shoulder, hip, knee, etc		
Are you currently pregnant?*		
Have you ever had other serious injury or limb dislocation or limb reconstruction?		

*** IF you are currently pregnant, or over 120 kg in weight YOU MAY NOT PARTICIPATE IN THE ACTIVITIES WITHOUT EXPRESS WRITTEN APPROVAL FROM YOUR MEDICAL PRACTITIONER**

By signing this form, I agree and understand that this agreement is binding on myself and the Minor(s).

Parent/Guardian Name OR Participant Name over 18 y/o (please print): _____

Date of Birth: ____ / ____ / _____ **Email:** _____ **Signature:** _____

Emergency contact (next of kin) Name and phone No.: _____ **Date:** _____

Participant Name (under 18 y/o)

Date of Birth

Participant Name (under 18 y/o)

Date of Birth