

Important things you should note as a customer of Launch Zone

This is a legal document that affects your rights as a customer of Launch Zone.

Before you purchase a ticket to Launch Zone, you (or a parent or guardian if you are under 18 years of age), must sign this document as an acknowledgment that you have read and understood the contents of the document.

Launch Zone operates facilities which enable you to enjoy the trampolining and associated activities as detailed in our brochure.

The Activities are recreational activities that involve a significant degree of physical exertion and consequently customers are required to have at least a basic level of fitness and not to have a history of suffering from heart disease or any other condition which may affect their ability to participate. Customers are required to disclose any relevant medical conditions to Launch Zone

The Law says that Launch Zone cannot be liable in negligence for harm suffered to customers as a result of any obvious risk of injury arising out of dangerous recreational activities nor cannot it be held liable for any harm suffered to its customers as a result of any inherent risks in any of the Activities **unless it is reckless**.

When you sign these terms as a customer, you also agree to exclude the operation of the consumer guarantees contained in clause 64 and 64A of the Australian Consumer Law (to provide services with skill and care and that any so that they are fit for their purpose), to the extent that the Activities cause death or personal injury or any of the consequences referred to in section 139A (3) of the *Competition and Consumer Act 2010 Cth*.

Acknowledgments by you as customer of Launch Zone

As the customer of Launch Zone (or the parent or Guardian of the customer), I hereby acknowledge and agree as follows:

For the purposes of these acknowledgements the following definitions apply:

“**Activities**” means all trampolining and associated activities outlined in our brochure.

“**Damage**” includes death, or a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual) and as that term is defined in the *Competition and Consumer Act 2010 Cth*.

“**Launch Zone**” means Launch Zone Pty Ltd ACN 165 898 457 (and its servants, agents and assigns) trading as Launch Zone of 125 Dalrymple Road, Garbutt (Qld).

- (1) I acknowledge that the Activities are dangerous recreational activities and that my participation in the Activities can present dangers, risks and hazards, which may result in Damage.
- (2) By signing this document, I knowingly assume such risks and waive the right to sue Launch Zone for any Damage that may arise from my participation in the Activities.
- (3) I have provided Launch Zone with all relevant and necessary medical information that may relate to my ability to participate in the Activities. I understand that if Launch Zone were not provided with all relevant and necessary information about my health and capacity they would not be able to fully appreciate the risk of harm or injury to me in providing instruction and in allowing me to participate in this activity.
- (4) I do not suffer from any physical or mental condition, which may affect my ability to participate in the Activities including but not limited to, heart problems, back pain, pregnancy, joint pain, recent fractured bones, and muscular injury. Participating whilst possessing a pre-existing medical

condition that may be affected by using the Launch Zone facility removes any and all liability and responsibility from Launch Zone and its staff.

- (5) I warrant not to participate or to allow my child to participate in the Activities while intoxicated or affected by drugs. Participating whilst under the influence of alcohol or drugs removes any and all liability and responsibility from Launch Zone and its staff.
- (6) I agree not hold Launch Zone responsible under clauses 64 and 64A of the Australian Consumer Law for any Damage suffered as a result of my participation in the Activities including my use of Launch Zone equipment and/or undergoing training or instruction for the purposes of participating in the Activities,
- (7) I undertake not to bring any claim, demand, action, suit whether in negligence, breach of contract or under clauses 64 and 64A of the Australian Consumer Law against Launch Zone for any Damage suffered by me as a result of my participation in the Activities including my use of Launch Zone equipment and/or undergoing training or instruction for the purposes of participating in the Activities and I acknowledge that this clause represents a release and discharge of legal responsibility to Launch Zone and is provided in exchange for my participation in the Activities.
- (8) I have read, understood, and agree to abide by, the Rules and Warnings notices on display at the Launch Zone reception area in relation to each part of the Activities. Launch Zone may suspend or cancel the customers' access to recreational activities in its absolute discretion for non-compliance of this condition.
- (9) I authorise Launch Zone to take all steps it considers reasonably necessary to protect me (or my child's) welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation and I agree to indemnify Launch Zone for all costs incurred and expenses paid by Launch Zone for that purpose.
- (10) I consent to Launch Zone taking voice or video recordings and/or photographs of myself and/or my children and for the recordings, images or footage to be used strictly as promotional material for Launch Zone Pty Ltd.
- (11) If any part or provision of this document is determined by a Court to be invalid or unenforceable, then all other parts and provisions shall still be given full legal force and effect notwithstanding that invalidity or unenforceability.

These terms and conditions are governed by the Laws of the State of Queensland.

I certify that I have read this document and understand that its includes a release from liability and an assumption of risk which are substantial rights that I give up. I certify that I have signed the document freely and voluntarily without any inducement.

Launch Zone representative _____

Customer/Parent or Guardian _____

Date _____