



## ULTIMATE SYDNEY WAIVER

Please Note: These Terms and Conditions (T&C hereinafter) affect your legal rights. It is therefore essential that you read and understand them in full. If you do not understand any portion thereof, please check with a competent person; if in doubt, do not sign this waiver. By signing this waiver, you fully and unreservedly acknowledge our T&C, to abide by them, and to accept full responsibility for all your actions and any risk that might be perceived at our Trampoline Park, and/or for the person or individuals on whose behalf you are signing this waiver.

1. KANK PTY Limited (ABN: 15606989646), trading as Ultimate Sydney, is a supplier of a variety of recreational activities as defined under Section 22 of The Australian Consumer Law and Fair Trading Act, 2012.
2. KANK PTY Limited sells all tickets and supplies all recreational services and facilities to you, the customer, but not limited to trampolining, trampolining lessons, or Playcentre activities, equipment and sports gear and health supplements sale, the condition, layout, construction, design, fitness for designated purpose, and maintenance and use of trampoline and Playcentre and surrounds and any other sporting or play activities or similar leisure-time pursuits (“recreational activities”) in any Ultimate Sydney venue subject to the following conditions:
3. By purchasing a ticket, wearing a wrist band or accepting a complimentary or discounted pass, for or by using any of the facilities at Ultimate Sydney the customer is deemed to agree to these conditions unreservedly.
4. KANK PTY Limited, its employees, managers or directors and agents or assigns, are not and will not be held liable by the customer, his/her dependants or legal representatives, for personal injury or death suffered by the customer because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of any negligence, breach of contract, statute or statutory duty by KANK PTY Limited.
5. The customer acknowledges that the recreational activities may be dangerous and pose inherent risks and hazards, and as a consequence personal injury and sometimes death may

occur, and the customer assumes and accepts all and any such risks and hereby unreservedly waives the right to sue KANK PTY Limited for any personal injury or death in any way whatsoever caused by or arising from the customer's participation in such activities, or the customer's presence on any of the commercial premises of KANK PTY Limited.

**WARNING:** If you participate in these activities, and if you enter any of KANK PTY Limited's commercial premises, your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act, 2012, if you are injured or killed or disabled because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, or by any other cause whatsoever, are excluded, restricted or modified in the way set out in paragraphs 2 to 4 of these T&C. **NOTE:** The change to your rights, as set out in these T&C, does not apply if your death or injury is on account of gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means performing an act, or omitting to perform an act, with reckless disregard, with or without awareness, for the possible consequences of the act or omission. See Regulation 5 of The Australian Consumer Law and Fair Trading Regulations, 2012, and section 23 (3) of the The Australian Consumer Law and Fair Trading Act, 2012.

6. The customer agrees to pay the cost of and authorises Ultimate Sydney to take all steps it considers reasonably necessary to protect his/her welfare in the event of a personal injury, including the administration of any emergency medical treatment and ambulance transportation.

7. Children must be of crawling age and those under 12yrs of age must be accompanied by an adult at all times. Children under 120cm are restricted to the Kids World area of the venue, with exception of the foam pit, where parental supervision is compulsory. This does not apply to the use of the Junior Zone, younger children can play but must be supervised by an adult. Where you are responsible for such children, you agree to be bound by these conditions on their behalf, and you agree to supervise them directly at all times.

8. All participants at Ultimate Sydney must be in good health and free from any adverse medical conditions. For reasons of safety, customers with pre-existing health issues or wearing casts, are not permitted on the trampolines or the Playcentre areas. If in doubt, seek medical advice.

9. While at the Ultimate Sydney venue, you unreservedly consent to images and video being taken for security of promotional purposes of yourself, your children or of minors for whom you are responsible.

10. When you sign our waiver form, you may be asked to provide personal details like email addresses or phone contact information or other personal information. We will not pass this information to any third parties, but reserve the right to contact you with any promotional information at any time. Should you wish not to be contacted, please alert us and sign a relevant opt-out section.

11. All tickets, wristbands or electronic tags (hereinafter "devices"), we might supply you with remain the property of KANK PTY Limited., and cannot be transferred or resold. They are valid only for the date shown, or the validation period executed by any booking you may perform. These devices are void if tampered with any way.

12. By entering any of Ultimate Sydney's commercial premises, you agree to protect and hold safe any of your personal belongings. KANK PTY Limited is not to be held in any way responsible for any item carried by a customer that may be lost or stolen in the course of entering our commercial premises. Exercise common-sense, and leave any valuables such as phones and other costly devices at home.

13. Ultimate Sydney may offer electronic games to its customers, and afford Internet access. Customers are advised to obey all such laws as may from time to time apply to the use of the Internet, and to electronic gaming in general. Ultimate Sydney and its staff do not accept any liability for any contraventions that may occur by improper use of electronic games or Internet access.

14. The customer or any person entering any of the commercial premises of KANK PTY Limited must comply with all signs or other directions given by staff of Ultimate Sydney, and Ultimate Sydney reserve the right to cancel the customer's access to Ultimate Sydney facilities and any recreational activities at Ultimate Sydney in our sole and absolute discretion. Some (but not all) reasons for exclusion may be reckless or careless conduct, aggressiveness and any other behaviour deemed to be unsuitable by Ultimate Sydney.

15. By purchasing a ticket or electronic tag for the use of the trampoline or any of our Playcentre activities, you confirm that you make that purchase for yourself, or as a legally authorised agent of another person, and that you will explain in full our conditions of use to that person, in particular the element of risk involved in entering any of Ultimate Sydney's commercial premises.

16. To the extent permitted by law, in no event whatsoever will Ultimate Sydney or any of its employees, managers or directors and agents be held liable in respect of any claim for any loss of enjoyment, profits or anticipated profits, loss of use of capital or revenue, or for any punitive, exemplary, special, incidental, or consequential loss or damage or the like.

17. I further agree to indemnify and hold harmless Ultimate Sydney and KANK Pty Limited from any and all claims that may be brought by, or on behalf of, any minor, adult or other individual. This indemnity remains in force in perpetuity.

18. This Agreement is governed by the laws of the State of New South Wales, the Courts of which shall have exclusive jurisdiction. For minor disputes, the customer agrees to engage in a non-litigious process of arbitration.

19. Salvatorian Clause: If any part or provision of this Agreement is determined by a Court to be invalid or unenforceable, all other parts and provisions shall remain with full legal force and effect.

I HAVE READ AND AGREE TO THE TERMS AND AGREEMENTS ABOVE

Name: .....

Address:.....

Email Address: .....

Phone No: .....

Name of Participants and DOB to be covered under this waiver:

1. \_\_\_\_\_ DOB: \_\_\_\_\_
2. \_\_\_\_\_ DOB: \_\_\_\_\_
3. \_\_\_\_\_ DOB: \_\_\_\_\_
4. \_\_\_\_\_ DOB: \_\_\_\_\_

Do you or any of the listed participants have a pre-existing conditions/injuries:  
Please list:

Signature .....

Date: .....