

Gravity Seaford Pty Ltd
("Gravity Seaford")
ACN 162 494 420
Important Notice
Exclusion of Liability and Waiver

These terms and conditions affect your legal rights, including those under the Australian Consumer Law (Vic) (the "Act"). It is important that you read and understand them before participating in any recreational activities at Gravity Seaford's centre.

Gravity Seaford is a supplier of **recreational services** (as defined in section 22 of the Australian Consumer Law and Fair Trading Act 2012). The recreational services include participation in trampolining, playground activities, bungee jumping, aerial sport technique development, similar leisure-time pursuits ("recreational activities"). By purchasing a ticket from Gravity Seaford, you agree that the supply of Gravity Seaford's recreational services and participation by you in the recreational activities is subject to the following terms and conditions:

WARNING: *If you participate in these activities your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.*

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

1. You acknowledge that the recreational activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and you assume and accept all such risks and waive the right to sue Gravity Seaford for any personal injury or death in any way whatsoever caused by or arising from participation in such activities.
2. Gravity Seaford, its employees, directors and agents are not liable to you, your dependants or legal representatives for personal injury or death suffered by the customer due to the recreational activities not being supplied with due care and skill or not being reasonably fit for their purpose or for breach of any other of the consumer guarantees applied by the Australian Consumer Law (Victoria), or due to the negligence, breach of contract or statute or statutory duty by Gravity Seaford.
3. You cannot participate in the recreational activities if you are under 13 unless you are supervised at all times by a parent or responsible guardian who hereby agrees to be bound by these terms and conditions and to directly supervise you at all times
4. 'The weight limit for an individual user is 110 kg's. Gravity Seaford recommends that if you have weight-related concerns you should consult your health services provider and receive medical clearance before engaging in trampoline jumping at Gravity Seaford.
5. You agree to pay the cost of, and you authorise Gravity Seaford to take all steps it considers reasonably necessary, to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
6. All tickets remain the property of Gravity Seaford and cannot be transferred, altered or resold. They are valid only for the date shown and are void if tampered with. Tickets must be presented to Gravity Seaford's authorized personnel upon request

7. You must comply with all signs or other directions of Gravity Seaford. Gravity Seaford may suspend or cancel your access to recreational services in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct. In particular, you agree
 - (a) mobile phones must not be used whilst engaged in the recreational activities;
 - (b) you must only use socks approved by Gravity Seaford
 - (c) food or drink must not be consumed whilst engaging in the recreational activities
 - (d) smoking, consumption of alcohol and chewing gum is not permitted
 - (e) you won't be allowed to participate in any recreational activities if reasonably considered by Gravity Seaford to be under the influence of alcohol or drugs
 - (f) you are aware of recommended warnings concerning forces & actions that could aggravate physical conditions such as pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, spine, musculoskeletal, head injury, or pregnancy.

