



# TERMS & CONDITIONS

## This agreement is between;

1. NASA Leisure Pty Ltd (ACN 631819013) trading as Gravity Zone (ABN 52631819013) at 25 Oliphant Way Seaford VIC 3198
2. The Participant (If the Participant is under 18 years old, this agreement must be signed by a parent/guardian before the participant is allowed to participate in the activities at Gravity Zone).

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 Zone.

Gravity Zone 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, laser tag and video games ("recreational activities").

In consideration of the Activities provided by Gravity Zone, I hereby agree to release, indemnify, discharge & forever hold harmless Gravity Zone, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate.

## I agree and acknowledge that;

- My participation in the activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, the venue or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities;
- I agree to participate in the Activities in a safe, reasonable and responsible manner
- I agree to strictly abide by the Gravity Zone's Rules and Instructions provided by Gravity Zone. My failure or refusal to abide by the Gravity Zone's Rules and Instructions can lead to the immediate removal from Gravity Zone, without any right to refund of any payments made by me to Gravity Zone. In particular I agree to;

Only use socks approved by Gravity Zone

Food or drinks must not be consumed whilst engaging in the recreational activities

Smoking, consumption of alcohol and chewing gum is not permitted whilst engaging in the recreational activities

I will not be allowed to participate in any recreational activities if I am reasonably considered by Gravity Zone to be under the influence of alcohol or drugs

I will abide by the height restrictions and any other instructions by the staff at Gravity Zone

- I agree to pay the cost of, and authorise Gravity Zone to take all steps it considers reasonably necessary, to protect my welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
- I am in sufficient good health to participate in the Activities. (Gravity Zone 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 Zone (The weight limit for an individual user is 110 kg's).
- I do not have any pre-existing physical or medical condition, including without limitation - pregnancy, orthopaedic problems, including back problems, heart problems; and/or breathing problems, that might be impacted or worsened by the Activities

- I will not participate in the Activities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment.
- All tickets remain the property of Gravity Zone 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 Zone's authorized personnel upon request

**You cannot participate in the recreational activities if you are less than 13 years old 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.**

**WAIVER** - By participating in the Activities, I agree and acknowledge to:

1. fully and forever waive, release and discharge and hold harmless Gravity Zone from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave Gravity Zone or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with the Activities;
2. indemnify and hold Gravity Zone harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all legal fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating the Activities;
3. certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities. In the event I do not have adequate insurance cover, I agree to bear the costs of such injury to myself or others, or damage to property at Gravity Zone;
4. if another participant or property at Gravity Zone is damaged during my participation in the Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Gravity Zone on the basis of any claim from which I have released them pursuant to the provisions of this Agreement; and
5. I am entering this Agreement voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me by Gravity Zone

**GOVERNING LAW** - These terms and conditions: (a) are governed by the laws which apply in Victoria (b) supersede any and all previous oral or written promises, representations or agreements (c) together with the non-excludable guarantees set out in the Australian Consumer Law, (d) comprise the entire agreement between me and Gravity Zone.

**REFUNDS/EXCHANGE – all our products are strictly non-refundable and non-transferable.** Our refund and exchange policy complies with the Australian Consumer Law (ACL)

We are not required to provide a refund or replacement if you change your mind. But you can choose a refund or exchange if an item has a major problem, This is when the item:

- has a problem that would have stopped someone from buying the item if they had known about it
- is unsafe
- is significantly different from the sample or description; or
- doesn't do what we said it would, or what you asked for and can't be easily fixed.

Alternatively, you can choose to keep the item and we will compensate you for any drop in value.

If the problem is not major, we will repair the item within a responsible time. If it is not repaired in a reasonable time you can choose a refund or replacement.

**PRIVACY** - By signing this Agreement, I provide permission for Gravity Zone to photograph or video record me participating in the Activities. I authorise the use or reproduction of any image of me for the purposes of publishing materials related to the Activities provided by Gravity Zone without acknowledgement and without being entitled to remuneration or compensation. The image may appear in print, electronic, video or social media. I acknowledge that ownership of any image will be retained by Gravity Zone. I understand and agree that if I wish to withdraw this authorisation, it will be my responsibility to inform Gravity Zone.

**FOOD/DRINKS** – Gravity Zone is not liable for any illness/injury that is caused by the consumption of food and/or drinks at Gravity Zone. If I have a known food allergy/food intolerance it is my responsibility to read the labels when purchasing food and/or drinks at Gravity Zone café. If labels are not available, please assume that potential allergens may be present in the food and/or drinks and it is my decision whether to consume these goods.

**BIRTHDAY CAKE / CUPCAKES** – If I bring my own cake / cupcakes to a birthday party at Gravity zone, I declare that I take full responsibility for the Cake / Cupcakes consumed while at Gravity Zone. The cake is only allowed to be consumed in the party rooms due to health and allergy regulations. The cake / Cupcakes do not contain nut products. Gravity Zone is not liable for any illness/injury caused by the consumption of the cake / Cupcakes. It is my responsibility to store and handle this food safely.

