



## TERMS & CONDITIONS – SCHOOL GROUPS

### This Agreement is between:

- A. NASA Leisure Pty Ltd ACN 631 819 013 (t/as Gravity Zone Seaford) ABN 52 631 819 013 at 25 Oliphant Way Seaford VIC 3198 (“**Gravity Zone Seaford**”); and
- B. 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) (“**Participant/You**”).

**NOTE: These terms and conditions affect your legal rights. It is important that you read and understand them.**

### 1. Interpretation:

In this Agreement, unless context requires otherwise, a reference to:

- 1.1. **Claims** means all and any actions, adjudications, applications, complaints, claims, suits, demands, proceedings, costs, expenses and causes of action, debts, restitution, equitable compensation, orders for costs or demands of any description or nature whatsoever, including for debts, dues, costs, losses and expenses of any description, injunctive relief, specific performance or any other remedy, whether by original claim, cross claim or otherwise arising at common law, in equity, under statute, or otherwise wherever arising, whether known or unknown at the time you 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, or are incidental to the recreational activities.
- 1.2. **Gravity Zone** includes its Gravity Zone and each of its employees, directors, agents and contractors and each of their successors or assigns (“**Related Persons**”); and
- 1.3. **the Participant** or **You** includes your spouse, children, parents, heirs, assigns, successors, personal representative and estate.
- 1.4. **recreational activities** means all recreational services provided by Gravity Zone within the meaning of section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and includes but is not limited to participation in trampolining, playground activities, aerial sport technique development, similar leisure-time pursuits, laser tag and virtual reality games.

### 2. Acknowledgement of risks

- 2.1. Gravity Zone is a supplier of recreational services (as defined in section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), including the recreational activities.

2.2. You acknowledge and agree that the recreational activities offered by Gravity Zone entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to yourself, to property, the venue or to third parties. These risks include but are **not limited** to the risk that you may suffer harm as a result of:

- slipping, falling, impacting against walls, the ground, or other persons or property.
- other participants acting dangerously (whether intentionally or inadvertently).
- the failure or unsuitability of facilities or equipment to ensure your safety.

2.3. Such risks simply cannot be eliminated without jeopardizing the essential qualities of the recreational activities.

2.4. You voluntarily assume and accept all such risks on the terms of this Agreement and agree to participate in the recreational activities in a safe, reasonable, and responsible manner.

### **3. Terms of participation in recreational activities**

3.1. You agree to strictly abide by Gravity Zone's Rules and any instructions or directions provided by Gravity Zone staff.

3.2. If you fail to abide by Gravity Zone's Rules, instructions or directions, Gravity Zone may require your immediate removal from Gravity Zone, without any right to refund of any payments made by you to Gravity Zone.

3.3. In particular you agree:

- to only use socks approved by Gravity Zone.
- to refrain from consuming Food or drinks whilst engaging in the recreational activities.
- That smoking, consumption of alcohol and chewing gum is not permitted whilst engaging in the recreational activities.
- that you will not be allowed to participate in any recreational activities if you are reasonably considered by Gravity Zone to be under the influence of alcohol or drugs.
- that you will abide by the height restrictions and any other instructions by the staff at Gravity Zone

3.4. You agree to pay the cost of, and authorise Gravity Zone 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.

3.5. You warrant that you are in sufficient good health to participate in the recreational 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 participant is 110 kg.**

- 3.6. You warrant that you do not have any pre-existing physical or medical condition, including without limitation - pregnancy, orthopedic problems, including back problems, heart problems; and/or breathing problems, that might be impacted or worsened by the recreational activities
- 3.7. You warrant that you will not participate in the Activities while under the use of any drugs, alcohol or medications that may impair your physical abilities or judgment.
- 3.8. 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.
- 3.9. You certify that you have adequate insurance to cover any injury or damage you may cause or suffer while participating in the Activities. In the event you do not have adequate insurance cover, you agree to bear the costs of such injury to yourself or others, or damage to property at Gravity Zone.
- 3.10. You acknowledge that if another participant or property at Gravity Zone is damaged during your participation in the Activity, you may be found by a court of law to have waived your right to maintain a lawsuit against Gravity Zone on the basis of any claim from which you have released pursuant to the provisions of this Agreement.
- 3.11. You warrant that are entering this Agreement voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me by Gravity Zone.
- 3.12. You acknowledge that in permitting you to engage in the recreational activities, Gravity Zone has relied upon your understanding of and agreement to these terms.

**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.**

#### **4. Limitation of Liability, Modification of Legal Rights, Release and Indemnity**

- 4.1. By entering into this Agreement and in exchange for being permitted to participate in any one or more of the recreational activities you agree to release Gravity Zone and any Related Person involved in providing the recreational activities from all Claims for:
  - your **death**
  - your **physical or mental injury** (including the aggravation, acceleration, or recurrence of an existing injury)
  - the contraction, aggravation, or recurrence of a **disease**, including but in no way limited to COVID19; or
  - the coming into existence, the aggravation, acceleration or recurrence of any **other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state**

**of affairs** that is or may be harmful or disadvantageous to, or result in harm or disadvantage to you or the community,

arising from or in connection with your participation in the recreational activities.

4.2. You acknowledge and agree that for the purposes and to the extent of the release in 4.1 above, all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (which sets out guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Gravity Zone and its Related Persons for a failure to comply with any such guarantees, are expressly excluded and Gravity Zone and its Related Persons will not be liable to any person for any Claims arising from your death or personal injury.

4.3. You agree to indemnify, hold harmless and keep indemnified Gravity Zone and its Related Persons to the maximum extent permitted by law in respect of any Claims by any person.

However:

4.4. nothing in this Agreement restricts or modifies any rights you may have against Gravity Zone or its Related Persons because of the negligent conduct of Gravity Zone or the Related Persons in connection with the recreational activities; and

4.5. nothing in this Agreement excludes, restricts, or modifies any term or guarantee which may not lawfully be excluded, however in which case the liability of Gravity Zone and the Related Persons is limited to the minimum required by law.

#### **4.6. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, 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*.

## **5. Governing Law**

These terms and conditions:

- 5.1. are governed by the laws which apply in Victoria;
- 5.2. supersede any and all previous oral or written promises, representations or agreements; and
- 5.3. together with the non-excludable guarantees set out in the Australian Consumer Law, comprise the entire agreement between me and Gravity Zone.

## **6. Privacy**

By signing this Agreement, you provide permission for Gravity Zone to photograph or video record you participating in the Activities. You authorise the use or reproduction of any image of you 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. You acknowledge that ownership of any image will be retained by Gravity Zone. You understand and agree that if you wish to withdraw this authorisation, it will be your responsibility to inform Gravity Zone.

## **7. 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 you have a known food allergy/food intolerance it is your 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 your decision whether to consume these goods.

**Acknowledgement**

I have read and understood Gravity Zone’s terms and conditions. In consideration of permission to use Gravity Zone’s recreational services and engage in the recreational activities, I (or if I am under 18, my parent or guardian) agree to be bound by them.

**Participant over 18 yrs AND/OR Parent/Guardian Details**

The guardian certifies that he/she has the consent of the participant’s parent(s) to participate in the recreational activities.

.....  
Full name (or parent/guardian)

.....  
Signature (or parent/guardian)

.....  
Email address

Contact No .....

Postcode .....

**For Parent/Guardian -**

.....  
Guardian relationship to participant/s

Date.....

**Participant/s Details - for use where participant is under 18 years**

.....  
Full name