



# Urban Xtreme Participant Waiver

DATE OF VISIT: \_\_ / \_\_ / \_\_

## IMPORTANT NOTICE – PLEASE READ

### EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK

1. Urban Xtreme Adventures Pty Ltd (ACN 611 839 082) trading as Urban Xtreme is a supplier of recreational services, sells all tickets and supplies all recreational services and facilities to you ("Customer") including, but not limited to imitation indoor snow skiing/snowboarding/tube riding, use of the airbag, equipment rental and maintenance, use of trampolines, trampoline dodgeball court, laser tag, rock climbing wall, ninja warrior course, parkour area, playland and its included jungle gym and obstacles, the café, the presence of people or objects thereon, the surrounding areas and any other sporting or leisure time pursuits ("Recreational Activities") or associated activities in the Urban Xtreme venue subject to the following terms outlined in these Conditions.
2. By purchasing a ticket for using any of the facilities at any Urban Xtreme venue, including wearing a wristband supplied by Urban Xtreme, accepting a discounted or complimentary pass to a Urban Xtreme venue, or by using any of the facilities at any Urban Xtreme venue, the Customer represents that they have read the conditions, meets the requirements of entry (including health, age, weight and height restrictions), agrees to be bound by these Conditions, and agrees that these Conditions are deemed to have been signed by the Customer.
3. The Customer acknowledges that Urban Xtreme's safety policies and rules are available on Urban Xtreme's website. Urban Xtreme's safety policy and rules also include the rules and warnings displayed at Urban Xtreme venues.
4. Whilst on the Urban Xtreme premises, the Customer agrees to comply with all written and verbal instructions given to them by Urban Xtreme, its signage and its employees relating to the participating in its Recreational Activities. The Customer acknowledges that there is significant risk in non-compliance with the safety policies and rules. Strict adherence to the safety policies and rules by the Customer is required by Urban Xtreme as a term of entry into an Urban Xtreme venue. In cases of non-compliance, Urban Xtreme may suspend or cancel the Customer's access to Recreational Activities at any Urban Xtreme venue in its absolute discretion, including but not limited to, for non-compliance with these Conditions, or for reckless or careless conduct, aggressiveness and any other behaviour deemed to be unsuitable by Urban Xtreme. The Customer further agrees to indemnify Urban Xtreme Adventures Pty Ltd and associated bodies, its employees and agents and the owners of the premises against all liability that may incur, including legal costs, caused by the Customer's negligence or failure to comply with such instructions.
5. To the fullest extent allowable by law, Urban Xtreme, its related parties, affiliates, staff, contractors, management, directors and agents are not liable to the Customer, its related parties, affiliates, dependents or legal representatives for personal injury or death suffered by the Customer whatsoever, including but not limited to personal injury or death suffered due to the Recreational Activities not being provided with due care and skill or not being reasonably fit for their purpose or because of the negligence, breach of contract or statute, or statutory or common law duty owed by Urban Xtreme.
6. To the fullest extent allowable by law, Urban Xtreme makes no warranties or representations regarding the goods or services provided by Urban Xtreme, including but not limited to, its staff, the venue, facility, or equipment.
7. Children must be at least twelve (12) months of age to use the facilities at any Urban Xtreme venue and when less than thirteen (13) years of age must be supervised by a responsible adult/ carer or guardian (over 18 years of age). Where the Customer is responsible for such children the Customer agrees to be bound by these Conditions and separately on the child's behalf and will directly supervise the children in their care at all times. Participants between the ages of 13 and 17 years may attend the centre unsupervised but must have a current online waiver signed by a parent/ carer or guardian at the time of entry and must comply with the conditions of the Unsupervised Participants Waiver.
8. The Customer acknowledges that Urban Xtreme grip socks must be worn at all times on the trampolines and other related activity areas, and that closed toe shoes must be worn at all times in the laser tag, ninja warrior course, parkour and climbing areas.
9. The Customer acknowledges that the Recreational Activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the Customer assumes and accepts all such risks and hereby waives the right to bring any kind of claim or suit (legal or otherwise) against Urban Xtreme and its related parties, and to the extent allowable by law fully indemnifies Urban Xtreme, for any personal injury or death caused in any way whatsoever by, or relating to, the Customer using any of the facilities at any Urban Xtreme venue or participating in the Recreational Activities.
10. **RISK WARNING:** The use of the imitation indoor snow skiing/snowboarding, ninja warrior obstacles and course, parkour area and equipment, laser tag arena, rock climbing walls, playland area, trampolines, bag jump and dodgeball court, as well as any other equipment at any Urban Xtreme venue involves a significant risk of Customers suffering personal injury including the possibility of personal injury or death. All Customers who engage in Recreational Activities at Urban Xtreme acknowledge the risks involved and have voluntarily agreed do so at their own risk.
11. The Customer understands that Urban Xtreme takes no responsibility for the condition of the Customer's personal equipment, including the type, age, or condition.
12. The Customer agrees to pay the cost of and authorises Urban Xtreme to take all steps it considers reasonably necessary to ensure the protection of his or her welfare in the event of personal injury, including but not limited to the administration of any emergency medical treatment and ambulance transportation.
13. The Customer warrants that they are, and those they supervise are, of good health and free from any adverse medical conditions. For safety reasons, pregnant women, Customers with pre-existing health issues or wearing casts are not

permitted on the trampolines, bag jump or any other associated equipment. If unsure, please seek independent and professional medical advice.

14. **RISK WARNING:** The Customer understands that indoor rock climbing is physically demanding and may cause panic, hyperventilation, or heart attack. If the Customer wishes to participate, they acknowledge that they are physically fit to do so and voluntarily assume the risk of injury or bodily harm.
15. The weight limit for Customers is 120kgs across all Recreational Activities at Urban Xtreme. It is advised by Urban Xtreme that before engaging in any Recreational Activity, a Customer with weight concerns should seek approval from their medical practitioner.
16. The minimum height recommended for the adventure activity floor is 110cm or above and Customers less than 110cm tall or under 5 years old are recommended to use the Xtreme Playland only. Customers taller than 120CM are not suitable for the playland area.
17. Participants partaking in indoor rock climbing must be 13 years or older to belay the climber. Participants must 130CM or above to participate in indoor imitation snowboarding.
18. Without limiting any of the Conditions, the Customer acknowledges that access to Urban Xtreme's recreational activities outside of these recommendations is at their own risk.
19. In the event that the Customer's participation in Urban Xtreme's Recreational Activities should result in bodily injury to the Customer, their child or any other person; damage to their property or the property of any other person, subject to any non-excludable liability, to the maximum extent permitted by law, the Customer agrees that they will not sue and hereby do release, acquit and discharge Urban Xtreme, its agents and all associated persons from any claim made by any third party arising out of the Customer's participation.
20. While in any Urban Xtreme venue the Customer consents to images and video being taken for security or promotional purposes of themselves, their children or of children for whom the Customer is responsible. The Customer further unconditionally assigns to Urban Xtreme all rights, titles and interests they/ their child may have in any or all audio, visual and/or photographic recordings taken whilst on the premises and grant Urban Xtreme permission to use, retain, modify, reproduce and publish such recordings in any promotional material or for any purpose in connection with Urban Xtreme's business activities.
21. Upon entering any of the Urban Xtreme venues the Customer agrees to protect and hold safe any of their personal belongings. Urban Xtreme is not held in any way responsible for any articles that may be lost or stolen at an Urban Xtreme venue.
22. All tickets remain the property of Urban Xtreme and cannot be refunded, transferred or resold. They are valid only for the date shown and are deemed void if tampered with.
23. A deposit is required to secure a party or event booking in advance, and full payment made prior to attendance. The deposit and the full payment made in advance are non-refundable.
24. The Customer acknowledges that smoking, the consumption of alcohol or the use of any unlawful drugs or stimulants at Urban Xtreme venues is strictly forbidden and its participation in the Recreational Activities will not be allowed should a member of staff from Urban Xtreme consider that the Customer has undertaken these activities at a Urban Xtreme venue, or are under the influence of alcohol, unlawful drugs, lawful drugs which may adversely affect cognitive and motor function, or stimulants. The Customer warrant and represents that it is not under the influence of alcohol, unlawful drugs, lawful drugs which may adversely affect cognitive and motor function, or stimulants (and will not be) while present at the Urban Xtreme facility.
25. If the Customer purchases a ticket for the use of the imitation snowsports facilities, trampolines, laser tag, ninja warrior course, parkour, climbing, playland, indoor rock climbing, airbag or any other equipment or facilities at any Urban Xtreme venue on behalf of another person, the Customer and that other person both agree that they will make that purchase as the authorised agent of that other person so that he or she will be bound by these Conditions.
26. Urban Xtreme is committed to the safety and wellbeing of its guests. Should it find that any participant, unsupervised or otherwise, is in breach of its Terms and Conditions (not limited to those listed on this document), it reserves the right to withdraw access to its activities. In the case of unsupervised participants, Urban Xtreme Staff also reserve the right to contact a parent or guardian.
27. The Customer acknowledges that this document is contractual and may be relied upon during proceedings by the Customer, their heirs, executors and assigns, and this waiver release and indemnity is given in consideration of Urban Xtreme permitting the Customer to participate in Recreational Activities at Urban Xtreme.
28. The Customer acknowledges that no food, beverages, alcohol, glassware or commercially prepared food or beverages may be brought into the Urban Xtreme premises, with the exception of water and birthday cakes (or similar).

Minor/ Participant		Parent/ Guardian/ Participant		
Name (First & Last)	DOB	Name (First & Last)	Contact Number	Signature