

IMPORTANT

*By accepting these terms and conditions (**Terms**), your legal rights are affected. It is important that you ensure you read and understand these terms and conditions before you undertake any Recreational Activities provided by Party Fun 4 All Pty Ltd (ACN 612 661 702) trading as Party Fun 4 All (ABN 53 612 661 702), its successors and assignees (referred to as **we, us or our**)*

PROVIDER OF RECREATIONAL ACTIVITIES

We are a supplier of *recreational services* (as defined in section 22 of the Australian Consumer Law and section 5N of the Civil Liabilities Act 2002 (NSW) (**Recreational Services**). The Recreational Services include participation in “bubble-soccer”, laser-tag, powered ride ons and other similar leisure-time pursuits and recreational activities (**Recreational Activities**). By participating in the Recreational Activities, you agree that the supply of the Recreational Services by us and participation by you is subject to the following terms and conditions:

- 1.1 You acknowledge that the Recreational Activities are dangerous with many inherent risks and hazards such as:
 - (a) overexertion;
 - (b) heat, cold or other adverse weather conditions;
 - (c) plant and animal life; and
 - (d) accidents (whether intentional or not intentional) with vehicles, other participants and bystanders, and as a consequence personal injury and sometimes death can occur. You assume and accept all such risks and waive the right to sue us for any personal injury or death in any way whatsoever arising from participation in the Recreational Activities.
- 1.2 You cannot participate in the recreational activities if you are under 18 unless you are supervised at all times by a parent or responsible guardian.
- 1.3 You agree to pay the cost of, and you authorise us to take all steps we consider reasonably necessary, to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
- 1.4 You must comply with all our instructions and directions. We may cease providing you the Recreational Services at our absolute discretion if you do not comply with these conditions, or if you act recklessly or carelessly. In particular, you agree that:
 - (a) you will not use your mobile phone whilst engaged in the Recreational Activities;
 - (b) you have appropriate clothing and footwear;
 - (c) you will not consume food or drink whilst engaging in the Recreational Activities nor smoke, consume alcohol or chew gum;
 - (d) you will not be allowed to participate in any Recreational Activities if we reasonably consider you to be under the influence of alcohol or drugs; and
 - (e) you are aware of recommended warnings concerning forces & actions that could aggravate any 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.
- 1.5 To the extent permitted by law, we exclude all:
 - (a) implied or express guarantees, representations, warranties or conditions of any kind, unless they are expressly stated in these Terms, including any guarantees, representations, warranties or conditions in relation to the Recreational Activities; and
 - (b) loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, goodwill, reputation, or any indirect, remote, abnormal or unforeseeable loss, or otherwise, suffered by you or claims made against you, arising out of or in connection with your use of the Recreational Activities, even if we were expressly advised of the likelihood of such loss or damage.
- 1.6 Our total liability arising out of or in connection with the Recreational Activities, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed \$100.
- 1.7 These Terms:
 - (a) are governed by the laws which apply in New South Wales;
 - (b) supersede any and all previous oral or written promises, representations or agreements; and
 - (c) together with the non-excludable guarantees set out in the Australian Consumer Law, comprise the entire agreement between you and us.

WAIVER

I have read and understood these terms and conditions. I am aware that the Recreational Services provided by Party Fun 4 All can be dangerous and accept that there is a degree of risk in participating in the Recreational Activities and acknowledge that I participate in the Recreational Activities at my own risk. I (or if I am under 18, my parent or guardian) agree to be bound by these terms and conditions and to indemnify and hold harmless Party Fun 4 All, its employees, directors or agents in respect of any and all claims howsoever arising out of or resulting from my participation in the Recreational Activities.

Name

Signature

Address

Date

Parent/Guardian Details (for use where participant is under 18)

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

Name

Signature

Address

Relationship with Participant

Date

CONTACT DETAILS:

Party Fun 4 All Pty Ltd (ACN 612 661 702) trading as
Party Fun 4 All (ABN 53 612 661 702)
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