

Parent/Guardian Surname (**PRINT**) .....

Date: ...../...../.....



# Terms and Conditions

Jumping on trampolines and inflatables can result in injury. Using the Airodrome facilities is undertaken in accordance with the rules and conditions displayed throughout our premises.

When purchasing a ticket to jump at Airodrome you are deemed to have understood and accepted the terms and conditions outlined in the below waiver which is also displayed throughout Airodrome.

## IMPORTANT NOTICE – PLEASE READ

Exclusion of liability – waiver of right to sue – your assumption of risk – these conditions affect your legal rights!

Sandstorm [ABN 42939485151], trading as Airodrome, and related entities, as the supplier of recreational services, sells all tickets and supplies all recreational services and facilities to you (the customer) including, but not limited to trampolining, trampolining lessons, inflatable equipment, rental, the condition, layout, construction, design, maintenance and use of trampolines and surrounds and any other associated sporting activities or similar leisure time pursuits (recreational activities) in the Airodrome venue subject to the following conditions:

1. By purchasing a ticket for, or by using any of the facilities at, the Airodrome venue the customer is deemed to agree to these conditions.
2. Airodrome, its employees, directors and agents are not liable to the customer, his/her dependents or legal representatives for personal injury or death suffered by the customer because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of negligence, breach of contract, statute or statutory duty by Airodrome.
3. 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 sue Airodrome for any personal injury or death in any way whatsoever caused by or arising from the customer's participation in such activities.
4. **WARNING:** If you participate in these activities your rights to sue the supplier under the Australian Consumer Law & 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 paragraphs 2 and 3 above.

NOTE: The change to your rights, as set out herein, 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 & Fair Trading Regulations 2012 and section 23(3) (b) of the Australian Consumer Law & Fair Trading Act 2012.

5. The customer agrees to pay the cost of and authorizes Airodrome to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
6. It is recommended Children be at least 4 years of age to use the facilities at Airodrome. Children under 4 years of age are not permitted. It is also recommended Children at or less than 12 years of age, be supervised by a responsible adult. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.

7. Bookings are non-refundable once paid. However, you may reschedule your booking to another day or time as long as you provide at least 24 hours' notice, and subject to availability of spaces within the alternate session times. In the event that Airodrome needs to cancel a session due to circumstances beyond your control, you will be offered the choice to reschedule or receive a full refund.

8. All prices/transactions are processed in Australian Dollars (AUD) and include GST.

9. While in the Airodrome venue you consent to images and video being taken for security or promotional purposes of yourself, your children or of children for whom you are responsible.

10. All tickets remain the property of Airodrome and cannot be transferred or resold. They are valid only for the date shown and are void if tampered with.

11. The customer must comply with all signs or other directions of Airodrome and it may suspend or cancel the customer's access to recreational activities at the Airodrome venue in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct.

12. If you purchase a ticket for the use of the trampoline or any other facilities at the Airodrome venue on behalf of another person, you agree that you make that purchase as the authorized agent of that person so that he/she will be bound by these conditions.

13. This agreement:

- a. is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction, and;
- b. if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

**PARENTS OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(must be completed for participants under the age of 18)**

In consideration of the below mentioned minor, being permitted by Airodrome to participate in its activities and to use their equipment and facilities. I further agree to indemnify and hold harmless Airodrome from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Minor Name:..... Minor Name:.....

Minor Name:..... Minor Name:.....

Minor Name:..... Minor Name:.....

**(Parent/Guardian INITIALS)** I further certify that I am the parent or legal guardian of the Minor(s) on this agreement. I give permission for the above (or attached) Minor children to visit Airodrome without my supervision for the following (12) months.

**By signing this document, I have provided information showing that I am over 18 years of age, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Airodrome on the basis of any claim from which I have released them herein, I have read the RULES on the back of this document and I have also explained the rules to the minors listed above, I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

FULL NAME (**PRINT**) : ..... PHONE NO.: .....

SIGNATURE: ..... DATE: ...../...../.....

EMAIL: .....

I further grant Airodrome the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.