

## WAIVER

The following Conditions will apply to and bind the purchaser of any Jets Gymnastics product or service whether described on or in the website, brochures, policies or other means which may change from time to time.

### **IMPORTANT NOTICE – PLEASE READ – EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS!**

**1.0.** Jets Gymnastics Pty Ltd (ACN 104 613 390) trading as Jets Gymnastics as a supplier of recreational services and facilities to you (customer) including, but not limited to gymnastics lessons, holiday sessions, use of trampolines, foam pits, airbags and any other associated sporting activities or similar leisure time pursuits (recreational activities) in the Jets Gymnastics centre(s) subject to the following conditions:

**1.1.** By participating in recreational activities, purchasing services or using facilities of or at Jets Gymnastics, the customer agrees to be bound by these Conditions.

**1.2.** Jets Gymnastics, its employees, directors and agents are not liable to the customer, member, student, your dependants 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 the negligence, breach of contract, statute or statutory duty by Jets Gymnastics to the extent provided for by law.

**1.3.** 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. The customer assumes and accepts all such risks and waives the right to commence proceedings against Jets Gymnastics for any personal injury or death in any way caused by, or relating to, the customer's participation in such recreational activities.

**1.4. RISK WARNING:** Any activity involving height or motion, including gymnastics, tumbling, cheerleading, tumble trampoline, trampolines, foam pits, acrobatics, sprung floors, bars, balance beams, vaulting equipment, dance, martial arts, and physical activity in general, or any other equipment at Jets Gymnastics involves significant risk of participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such recreational activities do so at their own risk.

**1.5. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:** Under *the Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Jets Gymnastics 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 & Fair Trading Act 2012*, Jets Gymnastics is entitled to ask you to agree that these statutory guarantees do not apply to you. By accepting the Conditions, you are agreeing that your rights to commence proceedings against Jets

Gymnastics under the *Australian Consumer Law & Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form (paragraphs 1.2, 1.3 and 1.4).

**1.6. NOTE:** The change to your rights, as set out in these Conditions, does not apply if your death or injury is due to gross negligence on Jets Gymnastics' 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 Act 2012* and section 23(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012*.

**1.7.** The customer agrees to pay the cost of, and authorises Jets Gymnastics 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.

**1.8.** Children under 3 years of age must be directly supervised by a responsible adult at all times. Where you are responsible for such children you are, and agree to be, bound by these conditions on their behalf and you will directly supervise them at all times.

**1.9.** Participants must be in 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 gymnastics and trampolining equipment. If in doubt, please seek medical advice.

**1.10.** While in any Jets Gymnastics centre, 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.

**1.11.** The customer and all participants must comply with all policies, handbooks, signs or other directions of Jets Gymnastics. Jets Gymnastics may suspend or cancel the customer's and a participant's access to recreational activities at any Jets Gymnastics centre in its absolute discretion including for non-compliance with these conditions or for reckless or careless conduct.

**1.12.** If you purchase services or the use of facilities at Jets Gymnastics on behalf of another person, you and that other person both agree that you make that purchase as the authorised agent of that other person so that he/she will be bound by these conditions.