



## NINJA PARC ACCESS AGREEMENT and WAIVER

The Parc at Howzat Pty Ltd is an independently owned trading as The Ninja Parc.

Gender  M  F D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Home Address \_\_\_\_\_ Suburb \_\_\_\_\_ P/Code \_\_\_\_\_

Phone (M) \_\_\_\_\_ Email \_\_\_\_\_

Source of introduction \_\_\_\_\_ Emergency Contact & Ph. \_\_\_\_\_

### Acknowledgement, waiver and release

1. I understand that participating in activities at The Ninja Parc, and any associated training organised by The Parc at howzat P/L, carries with it certain dangers including the risk of physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), death and/or property damage and I accept (to the maximum extent permitted by law) all risks associated with my participation. I understand that participation at The Ninja Parc will involve walking, running, climbing, lifting, jumping, falling, twisting, spinning, and hanging on equipment, ropes, wall and cages that may be out of view from employees of the facility. I am aware of the hazards involved. The hazards include, but are not limited to, falling from equipment, Moving over uneven surfaces, being hidden from assistance or medical aid, the extremely strenuous nature of climbing over, around and under obstacles, actions of other participants/ spectators/ organiser's employees/ supporting agencies, condition or suitability of participant's clothing, footwear or equipment. In my judgment I have sufficient competence and experience to participate safely at The Ninja Parc.
2. I certify that I am physically fit, have sufficiently trained for participation at The Ninja Parc and have not been advised otherwise by a qualified medical person. I have been given the opportunity by The Ninja Parc to attend an induction Briefing prior to use. I confirm that The Parc at howzat P/L and/or its employees and directors have not provided me with medical advice regarding my participation in the Venue (and are not responsible for providing me with such medical advice).
3. I agree that, to the extent permitted under section 139A of the *Competition and Consumer Act 2010*(Cth) and/or section 5N of the *Civil Liability Act 2002* (NSW) (as applicable), The Parc at howzat P/L, its respective officers, directors, employees, independent contractors, representatives, agents and volunteers ("Indemnified Parties") exclude all liability in respect of any:
  - a. death;
  - b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - c. contraction, aggravation or acceleration of a disease; or
  - d. coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm to an individual or the community, where such liability would otherwise arise under or in relation to any warranty or guarantee;
  - e. that activities will be provided with due care and skill;
  - f. that the activities will be fit for any particular purpose;
  - g. that the activities will (or might reasonably be expected to) achieve any particular result; or
4. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I:
  - a. RELEASE AND DISCHARGE the Indemnified Parties, to the maximum extent permitted by law, from any and all liability for death, disability, personal injury, property damage, property theft and all other loss, damage or liability whatever and however occurring (whether under tort (including negligence), statute, contract, equity or otherwise) which I or any other person may suffer as a result of or in connection with, directly or indirectly, my participation in the Event and I waive all and any rights, claims, actions or suits against the Indemnified Parties which but for the execution of this Acknowledgement Waiver, Release and Indemnity I may have had against the Indemnified Parties or any of them now or in the future;
  - b. INDEMNIFY AND HOLD HARMLESS and will keep indemnified each of the Indemnified Parties whatever or however caused which may be brought against them or any of them which arises in connection with my participation with the Event.
5. Without limiting the above, to the maximum extent permitted by law, I release the Indemnified Parties from all liability for:
  - a. any consequential loss; and
  - b. any economic loss, suffered or incurred by me or any other person arising out of or in connection with my participation at the Ninja Parc.
6. Nothing in this document prevents the Indemnified Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.
7. Nothing in this document excludes any term or guarantee which, under statute, cannot be excluded however the liability of the Indemnified Parties is limited to the minimum liability allowable by law. In particular, I understand that I may have rights under consumer guarantees set out in the *Australian Consumer Law*.
8. I hereby consent to receive medical treatment, which may be deemed necessary in any event of injury, accident and or illness during the event. I understand treatment requested from allied health volunteers is at my own risk.
9. I understand that during attendance at The Parc at Howzat P/L, and/or related activities, I may be photographed or filmed. I agree to allow my photograph, video or film likeness to be used for any legitimate purpose by The Parc at howzat P/L, the sponsors and or assigns.
10. I agree to abide by the Event Rules and I will comply with all instructions issued to me by or on behalf of the Indemnified Parties in relation to my participation of activities at The Ninja Parc. I understand that my entry may be voided if through my actions or behaviour, in the opinion of the organisers, I break any of the Event rules or I bring the Event into disrepute. I further understand that the organisers reserve the right to reject any entry to the facilities without having any justification for their actions.

Acknowledgement, waiver and release: I have read and understood this acknowledgement, waiver and release and accept these conditions of my participation at The Ninja Parc.

## PRIVACY DISCLAIMER

You agree that we may use your personal information for internal marketing purposes. We may use your personal information to develop marketing lists and other programs. We may include your name and contact details on marketing lists and offer you goods and services by mail, telephone, facsimile, email or SMS.

If you do not agree to this Privacy Disclaimer, please tick this box.

## LEGALLY BINDING AGREEMENT

This agreement is legally binding whether my use of the facility and its services is determined and paid on an annual, monthly, weekly or individual casual basis.

I declare that I am physically and medically fit and capable to engage in exercise and fitness programs at the Centre. I have and will inform instructors of any condition or risk that may have an affect on my ability to participate in any exercise or fitness program prior to commencement.

I am 18 years of age or older at the time of signing this agreement. If not, my parent/guardian will sign also.

**I agree to the terms above and on the reverse of this form.**

*(You should read these terms carefully and ask about anything you do not understand).*

Signed \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian if participant/ member registering is under the age of 18 years.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Accepted on behalf of the Centre.

To ensure the Centre is able to provide a high level of service in a safe, healthy and pleasant environment for all, we ask our Ninja Parc Users to comply with these conditions.

### 1. RECEPTION AND ACCESS

- (a) All participants and members must swipe or present their access band at reception every time they attend the Centre.
- (b) All participants and members must advise any changes of address and phone number.
- (c) The facilities are available to the general public and not exclusively for members.

### 2. GENERAL CONDITIONS OF ENTRY

- (a) We will refuse entry, or request any person to leave the premises if the person;
  1. is abusive or uses offensive language or whose behavior is threatening or
  2. is under the influence of drugs or alcohol
- (b) No smoking permitted in the Centre
- (c) No chewing gum permitted in the Centre
- (d) No food or Drinks are permitted in the Ninja Parc

### 3. NINJA PARC AREA CONDITIONS

- (a) SWEAT TOWELS MUST BE USED AT ALL TIMES.
- (b) Any loose equipment MUST be returned to their correct place after use.
- (c) Correct exercise attire is to be worn in Parc - no jeans, work clothes, boots, sandals, thongs or clothing that is likely to cause offence to others.
- (d) Soft soled, non-marking shoes must be worn at all times
- (e) No person under the age of 12 is allowed in The Parc unless accompanied by a guardian or qualified instructor.
- (f) No food allowed in the Ninja Parc or Elemental Sessions.

### 4. LOCKERS

- (a) All items stored in the lockers are at your risk and we do not accept responsibility for items lost, damaged or stolen.
- (b) Bags are not permitted in the Ninja Parc except to be placed in lockers provided.

### 5. REPLACEMENT CARD FEE

Your first visit charge or admin fee covers the cost of 1 access wrist band. Whether you become a member or not, if your access band is lost or destroyed and requires replacement, a replacement fee of \$10.00 will apply on your next visit.

### 6. ADDITIONAL FEES FOR SPECIAL SERVICES

Some services require an additional fee, these include Elemental training sessions, childminding services, and race entry.

### 7. DAMAGE TO THE CENTRE

Any Participant or member or who willfully or through their negligence damages the Centre or its property, will pay for the damage. Members are responsible for damages caused by their guests and children.

### 8. SAFETY, MAINTENANCE & SERVICE DEMAND

The Centre may from time to time as reasonably necessary:

- (a) close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons;
- (b) change the hours of opening and closing, or alter session timetables in accordance with demand; or
- (c) vary Ninja Parc rules. Where this occurs, the Ninja Parc will provide reasonable notice on the Centre's notice boards or at reception.

### 9. SEVERABILITY

In the event that any part of this agreement being or becoming void or unenforceable, then that part shall be severed from the agreement with the intention that the balance of the agreement shall remain in full force and effect, unaffected by the severance.

### 10. ACCOUNT PAYMENT

If you fail to make complete payment at any given time, you will be notified and given 14 days to remedy the outstanding payment. If you have not remedied the situation within 14 days we will inform you in writing of the action we will take and you will be suspended from using the Ninja Parc until outstanding monies are paid in full.

### 11. BREACH OF TERMS & CONDITIONS

Any breach of these terms and conditions will result in a warning and further breach will result in a second warning and your usage of the Ninja Parc or membership may be suspended or terminated. A proven serious breach of the general conditions of entry under 2(a) may result in immediate termination of your access or membership without warning.