



DECLARATION, WARRANT, WAIVER AND RELEASE

“Jump'n'Putt” means Bitzalet Pty Ltd ACN 604 106 345 and Jibs Bicton Pty Ltd ACN 604 107 280 trading as Jump'n'Putt.

“Activities” means the preparation for, participation in and instruction in the activities of Jump'n'Putt including but not limited to:

- Trampolining
- Mini golf

RISK WARNING:

THE ACTIVITIES INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM THE ACTIONS OF A PERSON NAMED IN THIS FORM BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

IN CONSIDERATION FOR, AND AS A CONDITION OF THE ACCEPTANCE OF THE APPLICATION OF THE PERSONS SET OUT IN THIS FORM TO BE TEMPORARY MEMBERS OF JUMP'N'PUTT, I/WE:

1. Acknowledge that the activities of Jump'n'Putt are designed for medically fit persons;
2. Warrant that I/we are physically fit to participate in the activities provided by Jump'n'Putt and have not been advised otherwise by a qualified medical practitioner.
3. Acknowledge the risk warning set out in bold and capitals above and that the warning constitutes a risk warning pursuant to the *Civil Liability Act, 2002* (NSW) and agree that I/we each assume all risks in connection with my/our participation in the Activities and acknowledge that Jump'n'Putt is not liable for the breach of any express or implied warranty that services be provided with reasonable care and skill;
4. Agree that I/we will abide by the rules and conditions of the Jump'n'Putt including those in any literature or verbal or written instructions and will at all times comply with any such instructions from any employee of Jump'n'Putt;
5. Waive, release and discharge all and any claim, right or cause of action however arising including from any negligent act or omission of any person, whether or not presently ascertained immediate, future or contingent, which I/we may otherwise have for or arising out of loss of my/our life or injury, damage or loss of any description whatsoever and howsoever caused which I/we may suffer or sustain in the course of or consequent upon my/our participation in the Activities;
6. Indemnify against any claim, right or cause of action howsoever arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent which I/we may have for or arising out of loss of life or injury, damage or loss of any description whatsoever and howsoever caused which I or any of us may suffer or sustain in the course of or consequent upon my/our participation in the Activities;
7. Agree that the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 6 above shall operate in favour of Jump'n'Putt and its employees, assigns, sponsors, agents, officers, directors and related bodies corporate (as that term is defined in the Corporations Act), each the “Released Persons”, and shall so operate whether or not the loss, injury or damage is due or attributable to an act, neglect or omission (including from any negligent act or omission of any person) of any one or more of the Released Persons;
8. Agree that the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 6 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against any or each of the Released Persons;
9. Permit any authorised Jump'n'Putt employee to arrange medical attention for me/us if, in the opinion of that person, medical attention is needed or likely to be needed. I further agree to pay all costs associated with such medical care or transportation and I agree to indemnify and to keep indemnified Jump'n'Putt for and in respect of any such costs incurred;
10. Acknowledge and agree that Jump'n'Putt's liability under any statutory right or any condition or warranty implied by any State Fair Trading Act or the *Competition and Consumer Act 2010* (Cth) which cannot be lawfully excluded is, to the extent permitted by law, limited at the option of Jump'n'Putt to the re-supply of the relevant services by Jump'n'Putt or the payment by Jump'n'Putt of the cost of having the services supplied again; and
11. Acknowledge that this application is for one time participation in the activities and that, unless the Permanent Membership section is properly completed and all requirements of that section complied with, on any future visit to Jump'n'Putt a further waiver will need to be agreed to before I/we can partake in the activities.

...Continued from Page 1 (overleaf)

I/WE HAVE READ CAREFULLY AND UNDERSTAND THIS DECLARATION, WARRANT, WAIVER AND RELEASE, AND HAVING DONE SO, I/WE SIGN VOLUNTARILY.

Signature of Applicant (if above 18 years of age): _____

Please print name in full: _____ Date: _____

DECLARATION FOR MINORS

If any applicant is under 18 years of age on this day, the declaration must be signed by a parent or guardian of that applicant.

The person(s) named below warrant and certify that he or she is the parent or guardian of the child/children named below (each **“the Child”**) the Child has my/our consent and is capable of participating in the Activities. The person(s) named below confirm that he/she has read and understood this declaration, warrant, waiver and release and agrees, on behalf of the Child, to be bound by each of those conditions and having done so, signs voluntarily.

Name of Applicant #1 (Minor) (the ‘Child’): _____ **Aged:** _____

Name of Applicant #2 (Minor) (the ‘Child’): _____ **Aged:** _____

Name of Applicant #3 (Minor) (the ‘Child’): _____ **Aged:** _____

Name of Applicant #4 (Minor) (the ‘Child’): _____ **Aged:** _____

Signature of Parent/Guardian of the Child: _____

Please print name in full: _____ Date: _____

Relationship of Parent/Guardian to the Child: _____ Age of Parent / Guardian: _____

PERMANENT MEMBERSHIP

1. I/we request that the applicants contained herein be made permanent members of Jump’n’Putt.
2. I/we agree that the provisions of this Declaration, Warrant, Waiver and Release will apply to any members in each and all attendances upon Jump’n’Putt and in relation to any participation in the activities at any time.
3. I/we agree that I/we authorise/s Jump’n’Putt to obtain and retain a photograph of any member applying within this form for the duration of their membership. I/we consent to Jump’n’Putt obtaining and retaining further photographs for identification purposes at any time as requested by Jump’n’Putt.
4. The permanent membership of any of the applicants herein can be terminated by either Jump’n’Putt or the member upon written notice of termination being provided to the other party with notices to be provided to Jump’n’Putt at 2/28 Nagle St, Wagga Wagga NSW 2650 and with notices provided to the member to be provided to the address set out below:

Signature of Applicant (if above 18 years of age): _____

Please print name in full: _____ Date: _____

Address: _____

Signature of Parent/Guardian of the Child (Minor) : _____

Please print name in full: _____ Date: _____

Relationship of Parent/Guardian to the Child: _____ Age of Parent / Guardian: _____

Address: _____