

## Big Bounce Australia PTY LTD

### PARTICIPATION DISCLAIMER FORM

Anyone who wishes to participate in any of the activities at Big Bounce Australia PTY LTD's Big Bounce Australia must read, agree to and sign this disclaimer form prior to participating in any activities or entering the activity site (**Attraction**).

The Attraction is owned and operated by Big Bounce Australia PTY LTD and its related entities (referred to as Big Bounce Australia PTY LTD, we, us or our).

If a participant is under the age of 18, a parent or guardian must sign the form on their behalf.

**Participant Full Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

If signing on behalf of a participant under the age of 18, please provide their name/s below:

**Participant Full Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Participant Full Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

By signing this form, you:

- certify that you and any participants listed above are in good health, free from the influence of alcohol, illegal drugs or any prescription drugs that may affect balance or judgement, and are free from any pre-existing health or medical conditions;
- agree to follow all safety rules and instructions and wear any safety equipment as directed; and
- for participants signing on behalf of another individual, you are the parent, legal guardian or authorised agent of the listed participant/s under the age of 18.
- grant permission for the use of my name and/or likeness relating to my participation in this The Big Bounce Australia event, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness.

#### Acknowledgement of Risks

I acknowledge that by participating in the activities of the Attraction, I do so entirely at my own risk. I acknowledge that the activities of the Attraction are physically and mentally demanding and require a good level of physical fitness.

I acknowledge that there are a number of risks associated with the Attraction which include for example:

- the physical risks inherent in participating in the activities of the Attraction;
- the effects of weather which is variable and may change at any time;
- faulty equipment or Attraction facilities; and
- the behaviour of other participants,

and that such risks are potentially dangerous and could result in serious injury, including permanent disability or death.

As a participant of the activities and/or by entering the Attraction, I accept those risks which a prudent person is or should be aware and understand the requirement to always exercise good judgement and act in a responsible manner whilst undertaking the activities at the Attraction.

I agree to explain and ensure any participant for whom I am responsible and who is listed in this form is aware of the requirements for attending and participating at the Attraction. I take full responsibility for the behaviour and conduct of all persons under my supervision who are listed in this form.

**Indemnity and hold harmless**

I hereby fully indemnify and hold harmless Big Bounce Australia PTY LTD, its officers, directors, employees, agents and contractors from and against all claims, suits, demands, expenses and costs of whatsoever nature which I or any other person has in respect of any death, injury, loss or damage sustained by me in connection with the Attraction including whilst undertaking any activities at the Attraction notwithstanding that such death, injury, loss or damage is due directly or indirectly from any negligent act or omission, default, breach of duty, breach of statutory duty by or on behalf of Big Bounce Australia PTY LTD, its officers, employees, agents or contractors.

This indemnity and hold harmless extends and is expressly intended to cover any claim above by or on behalf of a participant listed in this form against Big Bounce Australia PTY LTD or a third party.

**Waiver of Rights and Release from Liability**

To the extent permitted by law, I voluntarily waive my right to bring any legal proceedings or claims against Big Bounce Australia PTY LTD and voluntarily release and forever discharge Big Bounce Australia PTY LTD its officers, directors, employees, agents and contractors from liability for any claims connected with or arising from my participation in the activities of the Attraction, including where caused by any person's negligence or wilful misconduct, including:

- for any loss, damage or injury;
- for any incidental, direct, indirect, special, consequential or economic loss or damage (including any distress, inconvenience or anxiety); and
- for any loss of opportunities, exemplary or punitive damages whether to person or to property arising out of the holding of the Big Bounce Australia or my attendance or participation at the Attraction and whether arising from default, negligence, misconduct or otherwise by Big Bounce Australia PTY LTD, its management and staff.

**Acceptance**

I acknowledge and accept that I have read, agreed to and fully understand the contents of this form [along with Big Bounce Australia PTY LTD's terms and conditions and privacy policy] prior to signing.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_