

## CONDITIONS OF ENTRY

Jump Mania Trampoline Park Pty Ltd (**Jump Mania**) is a provider of recreational facilities, products and services associated with a trampoline park (**Jump Mania Trampoline Park Facilities**).

By purchasing tickets and/or entering the Jump Mania Trampoline Park Facilities, you will be required to comply with and observe the following terms and conditions, as amended by Jump Mania from time to time (**Conditions of Entry**).

It is important that you take the time to read these Conditions of Entry carefully as all recreational products and services provided by Jump Mania and your use of the Jump Mania Trampoline Park Facilities will be subject to these terms and conditions.

Please do not hesitate to ask any one of our friendly staff if you have any questions regarding these Conditions of Entry.

### 1. WHO NEEDS TO COMPLY WITH THESE CONDITIONS OF ENTRY?

1.1 If you are entering the Jump Mania Trampoline Park Facilities and you are over the age of 18 years:

- (a) you must comply with these Conditions of Entry; and
- (b) if you are entering the Jump Mania Trampoline Park Facilities with a person or persons who are under the age of 18 years, you must ensure that:
  - (1) you have carefully explained these Conditions of Entry to those persons and they understand these Conditions of Entry; and
  - (2) they comply with these Conditions of Entry.

1.2 If you are over the age of 18 years and you are purchasing or have purchased tickets for, or events at, the Jump Mania Trampoline Park Facilities, but you do not intend to enter the Jump Mania Trampoline Park Facilities, you must ensure that:

- (a) you have carefully explained these Conditions of Entry to all persons for whom you are purchasing or have purchased tickets and/or who will be attending the event; and
- (b) all such persons understand and comply with these Conditions of Entry.

### 2. ENTRY CONDITIONS

2.1 Jump Mania recommends that you arrive at the Jump Mania Trampoline Park Facilities at least 20 minutes before your booked session. If you arrive after your booked session has commenced, you will:

- (a) only be entitled to use the Jump Mania Trampoline Park Facilities for the remainder of the session that you have booked; and
- (b) not be entitled to any refund.

2.2 By purchasing tickets or events, and/or entering the Jump Mania Trampoline Park Facilities, you agree that you are bound by and that you must comply with (and you must ensure that all persons you accompany between the age of 3 and 12 years (**Child** or **Children**) and/or all persons you accompany between the age of 13 and 18 years (**Minor**) comply with):

- (a) these Conditions of Entry;
- (b) purchasing Jump Mania Trampoline Parks socks unless you have an existing pair from the last time you visited. Other trampoline park socks are not permitted.
- (c) the Privacy Policy (a copy of which can be found at [www.jumpmania.com.au](http://www.jumpmania.com.au) or can be made available to you on request at the Jump Mania Trampoline Park Facilities);
- (d) the Park Safety Rules (a copy of which can be found at [www.jumpmania.com.au](http://www.jumpmania.com.au) or can be made available to you on request at the Jump Mania Trampoline Park Facilities);
- (e) the laws and regulations of the State of Queensland and/or the Commonwealth of Australia in entering and using the Jump Mania Trampoline Park Facilities; and
- (f) all other policies, rules and requirements of Jump Mania published at [www.jumpmania.com.au](http://www.jumpmania.com.au) or displayed within the Jump Mania Trampoline Park Facilities,

and you accept all risks, obligations and responsibilities with respect to such compliance. To the extent there is any inconsistency, ambiguity or discrepancy in or between the documents referred to in this clause 2.2, you acknowledge and agree that the highest standard or more onerous provision will apply and prevail.

2.3 Upon entry, you (and every Child and/or Minor) will be provided with a wristband by Jump Mania staff. You must ensure that you (and every Child and/or Minor) read and understand the terms identified on the wristband and you (and every Child and/or Minor) must wear the wristband at all times whilst you (and every Child and/or Minor) are at the Jump Mania Trampoline Park Facilities.

2.4 You must:

- (a) (and you must ensure that all Children and Minors) not bring any glassware, sharp or dangerous items, food, alcohol or drinks (except for bottled water) into the Jump Mania Trampoline Park Facilities;
- (b) (and you must ensure that all Children and Minors) allow Jump Mania and its staff to inspect any bags or other items or possessions brought into the Jump Mania Trampoline Park Facilities at any time for any reason, including for security purposes and, in so doing, comply with any direction from Jump Mania staff with respect to any such inspection;
- (c) (and you must ensure that all Children and Minors) not bring any animals into the Jump Mania Trampoline Park Facilities, except for guide dogs or other approved assistance dogs;
- (d) if you are at least 18 years of age and you are accompanied by a Child, you must:
  - (1) accompany and supervise that Child (or those Children) at all times;
  - (2) be responsible for the care, conduct and supervision of that Child (or those Children), including during the use of the Jump Mania Trampoline Park Facilities; and
  - (3) accept these Conditions of Entry on behalf of, and must ensure compliance of these Conditions Of Entry by, that Child (or those Children);
- (e) if you are at least 18 years of age and you have bought tickets or events for, and/or you are accompanied by, a Minor, you must:
  - (1) be responsible for the care and conduct of that Minor (or those Minors), including during the use of the Jump Mania Trampoline Park Facilities; and
  - (2) accept these Conditions of Entry on behalf of, and must ensure compliance of these Conditions Of Entry by, that Minor (or those Minors);
- (f) ensure that no person you accompany under the age of 3 years uses, or is permitted to use, the Jump Mania Trampoline Park Facilities unless (and only to the extent) you have received express prior permission from Jump Mania staff to do so, which may be given or not given in Jump Mania's absolute discretion (and may be given subject to any conditions, which you must comply with); and
- (g) not smoke within any area of the the Jump Mania Trampoline Park Facilities.

2.5 Jump Mania reserves the right to refuse you (or any Child or Minor) entry to, or remove you (or any Child or Minor) from, the Jump Mania Trampoline Park Facilities at its absolute discretion, including, without limitation, where you (or any Child or Minor) or any other person you are accompanying:

- (a) fail to comply with these Conditions of Entry;
- (b) appear to be intoxicated or under the influence of drugs or alcohol;
- (c) are dressed inappropriately;
- (d) are suspected of vandalism or stealing or otherwise exhibit offensive or inappropriate behaviour;
- (e) engage in reckless or wilful behaviour that has affected, or could affect, your safety or the safety or enjoyment of other patrons;
- (f) cause or contribute to any personal injury or damage to, or loss of, property (including, without limitation, to the Jump Mania Trampoline Park Facilities); and/or
- (g) fail to comply with any reasonable instruction by, or requirement of, Jump Mania staff,

and you must (and must ensure that all Children and Minors) comply with any instruction or direction given by Jump Mania staff in this regard.

- 2.6 If you (or any Child or Minor) are refused entry to, or are removed from, the Jump Mania Trampoline Park Facilities:
- (a) you will not be entitled to any refund of any money paid by you for entry or use of the Jump Mania Trampoline Park Facilities, including for entry by any Child or Minor; and
  - (b) on more than one occasion, or on any single occurrence for a serious breach of these Conditions of Entry, you (and/or any Child or Minor) may be banned from entry to the Jump Mania Trampoline Park Facilities for a period of time elected by Jump Mania in its absolute discretion.

### 3. WARNINGS AND RELEASES

3.1 By purchasing tickets or events, and/or entering the Jump Mania Trampoline Park Facilities, you acknowledge and agree that:

- (a) there are inherent risks of personal injury in entering and using the Jump Mania Trampoline Park Facilities;
- (b) you accept the inherent risks of personal injury associated with entering and using the Jump Mania Trampoline Park Facilities and you (and/or any Child or Minor) enter the Jump Mania Trampoline Park Facilities at your own risk;
- (c) you (and/or any Child or Minor) may injure yourself or cause injury to others (including, without limitation, broken bones, paralysis, sprains, bruising or death) in entering and using the Jump Mania Trampoline Park Facilities;
- (d) you (and/or any Child or Minor) must exercise due care, caution and consideration in your use of the Jump Mania Trampoline Park Facilities and, in any event, you (and/or any Child or Minor) must use the Jump Mania Trampoline Park Facilities in a responsible manner and with good judgment; and
- (e) you (and/or any Child or Minor) are solely responsible for keeping your personal property and possessions secure at all times.

3.2 By purchasing tickets or events, and/or entering the Jump Mania Trampoline Park Facilities, you acknowledge and agree that, to the maximum extent to which it is possible to exclude any such claim at law, you (and/or any Child or Minor) have no claim upon or against Jump Mania, and you (and/or any Child or Minor) absolutely and irrevocably release and discharge Jump Mania from all claims, at law or on any other basis whatsoever (including, without limitation, any claim pursuant to contract (including breach of contract), tort (including negligence), quantum meruit, quasi contract, unjust enrichment, statute or any other principle of law or equity):

- (a) whether present or future, actual or contingent; and
- (b) irrespective of whether you (and/or any Child or Minor) are aware of, or could or could not have been aware of, any such claim at the time of entering the Jump Mania Trampoline Park Facilities,

for or in connection with any cost, expense, loss, liability, damage or other relief or remedy (whether direct or indirect or consequential) arising out of or as a consequence of, or in connection with, your (and/or any Child or Minor) entry into, or use of, the Jump Mania Trampoline Park Facilities (**Claim**), including, without limitation, any Claim in connection with:

- (c) physical and/or psychological injury or illness (including, without limitation, injury or illness resulting in death); and/or
- (d) damage to, or destruction or loss of, property.

3.3 Without limiting and in addition to clause 3.2, by purchasing tickets or events, and/or entering the Jump Mania Trampoline Park Facilities, you acknowledge and agree that, to the maximum extent permitted by law, you must indemnify and hold harmless Jump Mania from and against any and all Claims arising (directly or indirectly) from or in connection with:

- (a) your (and/or any Child's or Minor's) entry into, or use of, the Jump Mania Trampoline Park Facilities; and/or
- (b) any breach of these Conditions of Entry by you (and/or any Child or Minor).

3.4 By purchasing tickets or events, and/or entering the Jump Mania Trampoline Park Facilities, you acknowledge and agree that, to the maximum extent permitted by law, and despite anything else to the contrary:

- (a) all terms, representations, warranties, conditions or guarantees that would otherwise be implied by law, common law, statute, equity, course of dealing, trade or custom are excluded in connection with your (and/or any Child's or Minor's) entry into, and use of, the Jump Mania Trampoline Park Facilities;

- (b) Jump Mania will not be liable to you (and/or any Child or Minor) for, or in respect of, any indirect, consequential, incidental, special, punitive or exemplary loss, liability or damage, including, without limitation, any loss of profits (including anticipated profits), loss of opportunity, loss of use, loss of business or loss of goodwill, even if Jump Mania has been advised of the possibility of such loss, liability or damage;
- (c) if Jump Mania has any liability to you (and/or any Child or Minor) for any reason, such liability will be reduced by the extent to which you (and/or any Child or Minor) caused or contributed to the relevant liability (including, without limitation, any event giving rise to the liability) and/or failed to take all possible steps to mitigate or minimise the liability (or the event giving rise to the liability); and
- (d) Jump Mania's maximum aggregate liability to you (and/or any Child or Minor) arising out of or as a consequence of, or in connection with, your (and/or any Child's or Minor's) entry into, and use of, the Jump Mania Trampoline Park Facilities, will be limited to the price paid by you (including for the Child and/or Minor) for the relevant entry into, and use of, the Jump Mania Trampoline Park Facilities.

#### **4. VEHICLES**

4.1 Without limiting and in addition to clause 2, you acknowledge and agree that:

- (a) you park your vehicles (including, without limitation, cars, motorcycles and bicycles) at or near the Jump Mania Trampoline Park Facilities at your own risk; and
- (b) Jump Mania will not be responsible for any loss of, or damage to, any such vehicle or the contents of any such vehicle.

#### **5. PHOTOS OR VIDEO RECORDINGS**

5.1 You may take photographs or record videos at the Jump Mania Trampoline Park Facilities provided such photographs and videos are only to be used for personal use and not for any commercial purpose.

5.2 Despite clause 5.1, the use of photographic and recording devices is prohibited in any change room or bathroom facility at the Jump Mania Trampoline Park Facilities.

5.3 You acknowledge and agree that you (including for the Child and/or Minor) may be photographed and/or recorded by or on behalf of Jump Mania for security or promotional purposes. In this regard, you expressly consent to Jump Mania (and any third party authorised by Jump Mania) using, reproducing, publishing, broadcasting and distributing any photograph, sound recording, visual footage and/or audio-visual footage taken, captured or recorded by Jump Mania (in any format and whether within and outside Australia) for an unlimited period of time, without restriction, and without compensation or payment of any kind.

#### **6. HEALTH AND MEDICAL CONDITIONS**

6.1 For your health and safety and the health and safety of other patrons, the maximum weight for use of the Jump Mania Trampoline Park Facilities is 110 kilograms. Accordingly, you acknowledge and agree that if your (and/or any Child's or Minor's) weight is more than 110 kilograms, you (and/or any Child or Minor) will not be allowed to use the Jump Mania Trampoline Park Facilities.

6.2 You acknowledge and agree that there is a minimum height restriction of 125 centimetres in the "Champion Zone", but that otherwise, there are no other minimum or maximum height restrictions for the use of the remainder of the Jump Mania Trampoline Park Facilities (unless advised otherwise by Jump Mania from time to time). Accordingly, you acknowledge and agree that if your (and/or any Child's or Minor's) height is less than 125 centimetres, you (and/or any Child or Minor) will not be allowed to use the Jump Mania Trampoline Park Facilities within the "Champion Zone".

6.3 You acknowledge and agree that:

- (a) you must (and must ensure that any Child or Minor) only use the Jump Mania Trampoline Park Facilities if you, the Child and/or the Minor are in good health and are able to use the Jump Mania Trampoline Park Facilities without injury (or, where you, the Child or Minor has a pre-existing genetic or medical condition, without exacerbating that condition);
- (b) if you (and/or any Child or Minor) have any pre-existing genetic or medical conditions, you are responsible for evaluating whether you (and/or any Child or Minor) are able to use the Jump Mania Trampoline Park Facilities without injury (or without exacerbating the pre-existing condition) and, if you are unsure, you are responsible for seeking and obtaining appropriate professional advice prior to using the Jump Mania Trampoline Park Facilities; and

- (c) if you are pregnant, you are not permitted to use the Jump Mania Trampoline Park Facilities.
- 6.4 Should the need arise prior to you leaving the Jump Mania Trampoline Park Facilities, you acknowledge that medical treatment may be required to be administered in order to deal with any injury suffered by you (and/or any Child and/or Minor). By purchasing tickets or events, and/or entering the Jump Mania Trampoline Park Facilities, you consent to the administration of any medical treatment and procedure that Jump Mania considers to be reasonably necessary, including calling an ambulance, and you agree (without limitation and in addition to clause 3) to indemnify Jump Mania for the costs of any such medical treatment and/or procedure (including the costs associated with calling an ambulance).
- 7. BRANDING**
- 7.1 As between you and Jump Mania, you acknowledge and agree that all intellectual property rights in any material displayed at or near the Jump Mania Trampoline Park Facilities, including, without limitation, registered or unregistered trademarks, logos and trade names, belong to, and are vested in, Jump Mania. This applies to all trademarks displayed at the Jump Mania Trampoline Park Facilities, whether or not appearing with the trademark symbol (™).
- 8. GENERAL**
- 8.1 These Conditions of Entry are governed by, and must be construed with reference to, the laws of the State of Queensland and the Commonwealth of Australia and you must submit to the non-exclusive jurisdiction of the courts of the State of Queensland.
- 8.2 Jump Mania reserves the right to amend these Conditions of Entry at any time without notice to you. It is your responsibility to review and ensure that you understand these Conditions of Entry. By purchasing tickets or entering the Jump Mania Trampoline Park Facilities, you consent to be bound by the Conditions of Entry which are then in existence.
- 8.3 If any term or condition of these Conditions of Entry (or any part of any term or condition) is held to be illegal, void, invalid or unenforceable, that term or condition (or relevant part) will be severed from these Conditions of Entry and the legality, validity and enforceability of the remainder of these Conditions of Entry will not be affected.
- 8.4 No waiver of any term or condition of these Conditions of Entry will take place unless specifically agreed in writing by Jump Mania.
- 8.5 You acknowledge and agree that these Conditions of Entry as well as Jump Mania's Privacy Policy and Conditions of Website Use (a copy of which can be found at [www.jumpmania.com.au](http://www.jumpmania.com.au)), constitute your entire and exclusive agreement with Jump Mania concerning your use of Jump Mania's website and/or the Jump Mania Trampoline Park Facilities, products and/or services, and supersede all prior proposals, agreements and other communications.

These Condition of Entry are current as at October 2016.