

SUMMERSALT

WAIVER

Acceptance of Conditions

By enrolling in, attending, or participating in any Summersalt program, or by entering Summersalt premises, you acknowledge and agree to this Waiver.

These Conditions may be updated from time to time. The most current version will apply and is available on request.

This Waiver applies at all Summersalt centres. An additional notice applies where you are participating in Victoria, set out in the Additional Notices schedule at the end of this document.

Recreational Activities

Summersalt provides recreational services and facilities, including gymnastics, movement programs, and the use of equipment such as trampolines, foam pits, airbags, bars, beams, vaults, sprung floors, and other related recreational activities ("Recreational Activities").

Participation is voluntary.

Assumption of Risk

Recreational Activities involve inherent risks that cannot be completely eliminated, even where reasonable care and supervision are provided. These risks include, but are not limited to, personal injury such as sprains, fractures, soft tissue injuries, serious injury, permanent disability, or death.

You voluntarily participate in Recreational Activities fully aware of these risks and assume all responsibility for injury, loss, or damage arising from participation, except where such liability cannot be excluded under law.

This clause, together with the Risk Warning below, is intended to constitute a formal risk warning under the recreational activity and dangerous recreational activity provisions of the civil liability legislation applicable in the state or territory in which the Recreational Activities are supplied, given to you before you engage in the Recreational Activities.

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Release and Limitation of Liability

To the fullest extent permitted by law, you release Summersalt, its directors, employees, contractors, and agents from any and all liability for loss, damage, personal injury, or death arising from participation in Recreational Activities. This release applies whether arising in contract, tort (including negligence), statute, or otherwise, and is intended to exclude, restrict, or modify liability for breach of any warranty or guarantee that the Recreational Activities will be provided with reasonable care and skill, to the extent that such exclusion, restriction, or modification is permitted under applicable law.

Nothing in these Conditions excludes, restricts, or modifies any rights you may have under the Australian Consumer Law, or under equivalent state or territory legislation, that cannot be excluded.

Indemnity

To the extent permitted by law, you agree to indemnify Summersalt against any loss, damage, claim, or expense arising from your participation in Recreational Activities, or any breach of these Conditions by you or the participant under your care.

Risk Warning

Recreational Activities involve movement, height, speed, and physical exertion. Participation carries a significant and foreseeable risk of injury, including serious injury or death, and is undertaken entirely at the participant's own risk.

This Risk Warning is given to you in writing before you engage in the Recreational Activities, and identifies the general nature of the risks involved, for the purposes of the risk warning provisions referred to above.

Australian Consumer Law

Certain guarantees under Australian Consumer Law apply to the supply of services. To the extent permitted by law, you agree that Summersalt may exclude, restrict, or modify those guarantees in relation to Recreational Activities as set out in this Waiver, including, where applicable, the Additional Notices schedule at the end of this document.

This does not exclude liability for gross negligence, meaning conduct involving reckless disregard for safety or consequences.

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Medical Treatment

You authorise Summersalt to take any steps it reasonably considers necessary to protect the health and safety of a participant in the event of injury or emergency, including arranging first aid, medical treatment, and ambulance transport where required.

All associated costs remain the responsibility of the participant or their parent/guardian.

Supervision

Children under three (3) years of age must be directly supervised by a responsible adult at all times.

Where you are responsible for a child participant, you accept these Conditions on their behalf and agree to supervise them appropriately.

Health and Fitness to Participate

Participants confirm they are in good health and physically able to participate in Recreational Activities. It is your responsibility to seek medical advice where there is any doubt about participation suitability.

Summersalt may refuse or restrict participation where it reasonably considers there is a safety risk.

Media and Photography

By entering Summersalt premises, you consent to photography and video recording for safety, operational, or promotional purposes. Where identifiable promotional use is intended, Summersalt will manage consent in accordance with its Photo, Video & Media Policy and Privacy Policy.

Compliance with Directions

All participants must follow the instructions of Summersalt staff and Movement Educators, and comply with all safety rules, signage, and policies.

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Summersalt may suspend or terminate participation where behaviour is unsafe, non-compliant, or breaches these Conditions.

Authority to Bind Others

Where you purchase or register services on behalf of another participant, you confirm that you are authorised to agree to this Waiver on their behalf. Both you and the participant are bound by these Conditions.

Acknowledgement

By participating in Summersalt programs or entering Summersalt premises, you confirm that you have read, understood, and agree to be bound by this Waiver.

Additional Notices

The following notice applies in addition to the Waiver above, where required by law.

Victoria

The following notice is prescribed by the Victorian Government under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic) and must be reproduced exactly. It applies where you are participating in Recreational Activities at a Summersalt centre in Victoria.

Warning under the Australian Consumer Law and Fair Trading Act 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form 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 and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's 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 and Fair Trading Regulations 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.