



Waiver and Release of Liability and Terms and Conditions

In consideration for being permitted by EnerZ Extreme Park (EEP) to enter and use the EEP property, its equipment and services and related activities operated by EEP and whilst in EEP's premises (collectively referred to as the "Activities"), I agree to the following waiver and release of liability :-

Assumption of Risk: I understand and acknowledge that there are inherent risks associated with the Activities at EEP and these risks include but are not limited to :

- 1 minor injuries such as cuts and bruises, sprains and muscle injury;
- 2 broken bones, joint injuries, concussion, head and neck injuries;
- 3 injuries resulting from flips or bodily contact with other participants;
- 4 eye injuries, spinal injuries resulting in paralysis and/or death;
- 5 injuries resulting from use or misuse of equipment in any way;
- 6 use of equipment that malfunctions or breaks; and
- 7 improper maintenance of the facility and equipment.

For my own safety and the safety of other participants and to avoid any untoward injury to myself, I will obey all notices and all directions, instructions or requests that may be posted, given or made by EEP coaches and staff at all times. I hereby agree to assume all risks of personal injury, death, theft or loss or damage of property arising out of my own negligence, acts, omission, conduct or behaviour whilst participating in the Activities.

I understand and acknowledge that EEP reserves the right to deny entry or to require a person already admitted to leave the premises without refund or compensation, for failure to adhere to any of EEP's notices, instructions or requests, for unsafe, illegal or rude behaviour, to ensure the safety, security and order at EEP, or if EEP considers it necessary to do so.

Children are allowed to use the extreme park area facilities at EEP, however young children and children below 90cm in height must be supervised by an adult. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times whilst at EEP.

Release: I hereby waive, release and discharge EEP and its affiliates, directors, shareholders, all employees of EEP and all third party agents and contractors engaged by EEP, the property owner and its tenants from any and all liability, for any negligence, personal injury, death, theft or loss or damage of property suffered by me, arising from the acts or omission of the aforesaid entities or persons. This release is binding on my personal representatives, executors, heirs and estates and the personal representatives, executors, heirs and estates of any child/minor.

Indemnity: I agree to indemnify and hold harmless EEP and its affiliates, directors, shareholders, all employees of EEP and all third party contractors hired by EEP, the property owner and its tenants against all and any losses, claims, proceedings, damages, liabilities, whether joint or several, costs and expenses including reasonable legal fees as a result of my own negligence, omission, act, conduct or behaviour whilst participating in the Activities or arising in connection with or as a result of me (or anyone on my behalf) making a claim against EEP despite the waiver, release and discharge I have given above.

Medical Declaration: I declare that I am physically fit and unaware

of any medical condition which would prevent me or any child/minor for whom I am responsible and on whose behalf I am signing this release from engaging and participating in the Activities. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness resulting from participating in the Activities. I confirm that I have medical insurance to cover any injury or damage that I or any such child may incur or suffer while participating in the Activities, failing which I agree that all medical costs to cover the aforesaid injury damage or loss will be borne wholly by myself and shall not hold EEP responsible.

Authorisation to use images & personal information: I understand that photographs, film, video or recordings may be taken of me whilst on the premises and I hereby agree to allow the same to be used by EEP for any purpose in connection with the activities at EEP may it be in any media form and I acknowledge and agree that no compensation or payment of any kind will be paid to me and that all photos, film, videos and recordings are exclusively owned by EEP.

Severability: Any provisions stated herein which is illegal, void, prohibited or unenforceable will be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof.

Declaration by Participant:

- 1 I have read and understood all the terms and conditions above;
- 2 I have read and understood the contents of the Safety Rules as explained by EEP staff and I will comply with these rules; and/or
- 3 I am a parent/guardian and am buying a ticket(s) for and on behalf of other persons including minors and I declare that I have disclosed to these persons and/or minors the contents of the terms and conditions and the Safety Rules as explained to me.

If you purchase a ticket for the use of the trampoline or any other facilities at the EEP premises on behalf of another person, you agree that you make that purchase as the authorised agent of that person so that he/she/they will be bound by these terms and conditions.

Terms and Conditions

I agree to EnerZ Extreme Park's Waiver and Release of Liability and the Terms and Conditions, including the Safety Rules as explained by the staff.

I understand that bookings are non-refundable, non-transferable and are only valid for the time and session date booked.

Full Name: _____

Date: _____

Jumping Time: _____

Signature: _____