

Group Party Waiver

This document must be signed by each parent/guardian in attendance BEFORE participating in activities at Area 51.

I confirm that I have read and fully understand the matters set out in the Waiver document:

- a) As parent/guardian for others, I have conveyed these matters to each participant listed below;
- b) By signing this document I am relinquishing important legal rights and that I am giving up these rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and
- (c) My signature is proof of my intention to provide a complete, unconditional waiver and release of all liability in respect of the Owner, to the fullest extent of the law.

Party Parent/Guardian Name:	
Date:	
Time:	
Booking ID:	
Mobile:	
Signature:	

	Child's name FIRST AND LAST NAME	Age	Parent/Guardian's name FIRST AND LAST NAME	Phone	Parent/Guardian Signature
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					



AREA 51 WAIVER

FOUR SEASONS INDOOR PLAY CENTRE PTY LTD ACN 651 159 732, trading as Area 51, is dedicated to creating a safe environment for participants. However, as indoor play areas and associated events are inherently dangerous, it is our requirement that all participants sign this waiver.

Participants under the age of 18 must have this waiver filled out by their parent or legal guardian.

ASSUMPTION OF RISK, EXCLUSION OF LIABILITY AND WAIVER

1. By purchasing a ticket for or by using any of the facilities at any Area 51 venue, you agree to be bound by these conditions, and agree that these conditions are deemed to have been signed by you.
2. You acknowledge that recreational activities are dangerous with many inherent risks and hazards, including but not limited to slipping, falling, impacting against walls, other people or the ground and as a consequence personal injury (including spinal injury) and sometimes death can occur and you voluntarily assume and accept all such risks and waive the right to sue Area 51 for any personal injury or death caused by or arising from participation in such activities.
3. To the fullest extent allowable by law, Area 51, its employees, directors and agents are not liable to you, your dependants or your legal representatives for personal injury or death suffered by you due to the recreational activities not being supplied with due care and skill or not being reasonably fit for their purpose or for breach of any of the consumer guarantees applied by the Australian Consumer Law (Queensland), or due to the negligence, breach of contract or statute or statutory duty by Area 51.
4. To the fullest extent allowable by law, Area 51 makes no warranties or representations regarding the goods or services provided by Area 51, including but not limited to, its staff, the venue, facility or equipment.
5. You release Area 51, its employees, directors and agents from all actions, suits, claims, demands, costs and other liabilities in connection with or incidental to your use of the recreational activities whether caused by the negligence of Area 51 or otherwise.
6. You agree to hold harmless and indemnify Area 51 in respect of all actions, suits, claims, demands, costs and other liabilities you may have against Area 51 in connection with or incidental to your use of the recreational activities.
7. To the maximum extent permitted by law, but subject to the non-excludable consumer guarantees implied pursuant to the Australian Consumer Law, in no event will Area 51, or its employees, directors and agents be liable in respect of any claim for any indirect or inconsequential loss or damage including without limitation personal injury, financial loss (such as loss of profits or use of capital or revenue or otherwise), or for any punitive, exemplary, special, incidental or consequential loss or damage whether such liability arises in contract, tort, equity, breach of statute or statutory duty or breach of any consumer guarantees.
8. **RISK WARNING:** The use of trampolines, the wall, foam pit, bag jump or any other equipment at any Area 51 venue involves a significant risk of participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such recreational activities do so at their own risk.
9. Whilst on the Area 51 premises, you agree to comply with all written and verbal instructions given to you by Area 51, its signage and its employees relating to the participating in its recreational activities. You acknowledge that there is significant risk in non-compliance with the safety policies and rules.
10. Children must be at least 1 year of age to use the toddler area and above 4 years of age to use the general play area and must be supervised at all times by a parent or a responsible adult guardian. 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.
11. Weight and height limits for individual users on the individual events may apply (refer to centre signage on each event).
12. Children must be at least 4 years of age to use the harness, climbing walls or air coaster. 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.
13. Participants must be in good health and be free from any adverse medical conditions. Area 51, its employees, directors and agents can refuse entry or ask any person to leave if they are under the influence of alcohol or prescribed illicit drug. If in doubt, please seek medical advice.
14. You agree to pay the cost of and authorise Area 51 to take all steps it considers reasonably necessary to protect your

welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

15. All tickets remain the property of Area 51 and cannot be transferred, altered or resold. They are valid only for the date and time booked and are void if tampered with.

16. You must comply with all signs or other directions of Area 51 and it may suspend or cancel your access to the recreational activities in its absolute discretion for non-compliance with these conditions or for reckless or careless conduct.

17. Area 51 reserves the right to photograph, videotape and/or record you and/or your child and to use you or your child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation.

18. This agreement shall be governed by the laws of Queensland.

19. If any of these conditions should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining conditions shall remain and continue to be valid, binding and enforceable.

I confirm that I have read and fully understand the matters set out in this document:

- a) As parent/guardian for others, I have conveyed these matters to each participant listed below;
- b) By signing this document I am relinquishing important legal rights and that I am giving up these rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and
- (c) My signature is proof of my intention to provide a complete, unconditional waiver and release of all liability in respect of the Owner, to the fullest extent of the law.

Full Name (18 years + or parent/guardian):

.....

Signature (parent/guardian):

.....

Mobile phone: Date:

Child 1 (Full Name)

.....

Child 2 (Full Name)

.....

Child 3 (Full Name)

.....

Child 4 (Full Name)

.....