



**Important Notice**  
**Exclusion of Liability and Waiver**

Note: These terms and conditions affect your legal rights, including those under the Australian Consumer Law (Vic) (the "Act"). It is important that you read and understand them before participating in any recreational activities at Jump Central at Moorabbin Indoor Sports.

Jump Central at Moorabbin Indoor Sports is a supplier of **recreational services** (as defined in section 22 of the Australian Consumer Law and Fair Trading Act 2012). The recreational services include participation in trampolining, Use of Inflatable structures, and Indoor Sports activities, such as Tennis, Netball, Basketball, Soccer and Futsal, aerial sport technique development, similar leisure-time pursuits and "recreational activities". By purchasing a ticket for the use of any of the facilities at Jump Central at Moorabbin Indoor Sports, you agree to and accept the following terms and conditions:

1. You acknowledge that the recreational activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and you assume and accept all such risks and waive the right to sue Jump Central at Moorabbin Indoor Sports for any personal injury or death in any way whatsoever caused by or arising from participation in such activities.
2. Jump Central at Moorabbin Indoor Sports, its employees, directors and agents are not liable to you, your dependants or legal representatives for personal injury or death suffered by the customer 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 other of the consumer guarantees applied by the Australian Consumer Law (Victoria), or due to the negligence, breach of contract or statute or statutory duty by Jump Central at Moorabbin Indoor Sports.
3. Children under (3) years of age are not permitted to participate without a paid adult jumping with them and can only participate at the managers discretion. Participation for those under (3) years of age is not recommended and the parent or guardian assumes full responsibility for participation against our recommendation. You cannot participate in the recreational activities if you are under (13) unless you are supervised at all times by a parent or responsible guardian. By allowing a child between the age of (3) and (13) to participate in activities at Jump Central at Moorabbin Indoor Sports you agree that no level of supervision by the staff at Jump Central Trampoline Centre at Moorabbin Indoor Sports Centre or yourself can ensure their complete safety.
4. The weight limit for an individual user is 120 kg's. Jump Central at Moorabbin Indoor Sports recommends that if you have weight-related concerns and or other pre-existing medical conditions that you should consult your health services provider and receive medical clearance before engaging in these activities.
5. You agree to pay the cost of and you authorise Jump Central at Moorabbin Indoor Sports 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.
6. If you purchase a ticket for the use of the trampoline facilities at Jump Central at Moorabbin Indoor Sports on behalf of another person, you agree that you make that purchase as an authorised representative of that person and accept responsibility for ensuring they are aware of these terms and conditions prior to participating in any of the activities.
7. You must comply with all signs or other directions of Jump Central at Moorabbin Indoor Sports. Jump Central at Moorabbin Indoor Sports may suspend or cancel your access to recreational services in its absolute discretion for non compliance with these conditions, or for reckless or careless conduct. In particular, you agree that:
  - (a) mobile phones and Go Pro type camera's must not be used whilst engaged in the recreational activities;
  - (b) you must only use socks approved by Jump Central at Moorabbin Indoor Sports
  - (c) food or drink must not be consumed whilst engaging in the recreational activities
  - (d) smoking, consumption of alcohol and chewing gum is not permitted
  - (e) you will not be allowed to participate in any recreational activities if reasonably considered by Jump Central at Moorabbin Indoor Sports to be under the influence of alcohol or drugs or a mind altering substance which may impair your judgement or physical ability to safely participate in the activities offered.
  - (f) you are aware of recommended warnings concerning forces & actions that could aggravate physical conditions such as pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, spine, musculoskeletal, head injury, or pregnancy.
8. You authorise Jump Central at Moorabbin Indoor Sports to take photographic and visual images of you or anyone in your legal care while in the venue and utilising the venue facilities which may be used for promotional purposes.
9. Bookings are non-refundable once paid. In the event you are unable to attend your booking time you may reschedule your booking to another day or time (subject to availability) given you have provided no less than 24 hours notice. Jump Central at Moorabbin Indoor Sports may, at times need to cancel your General Admission booking for unforeseen circumstances such as extreme weather. If this should occur you will be offered the choice to reschedule your booking or a refund. Cancelled parties may reschedule or may be entitled to a refund of the deposit/amounts paid (excludes booking and administrative fees).
10. All prices/transactions are processed in Australian Dollars (AUD) and include GST.
11. 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 Jump Central at Moorabbin Indoor Sports or its employees, directors and agents be liable in respect of any claim for any indirect or consequential 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 or incidental loss or damage whether such liability arises in contract, tort (including negligence), equity, breach of statute or statutory duty or breach of any consumer guarantee.
12. These terms and conditions:
  - (a) are governed by the laws which apply in Victoria
  - (b) supersede any and all previous oral or written promises, representations or agreements and,
  - (c) together with the non-excludable guarantees set out in the Australian Consumer Law, comprise the entire agreement between you and Jump Central at Moorabbin Indoor Sports.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

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 notice 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.

**NOTE:** The change to your rights, as set out in or on this notice, 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 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.