



ACKNOWLEDGMENT OF RISK AND WAIVER OF LIABILITY FORM

*This is an important document which affects your legal rights and obligations, and which sets out the terms upon which entry to Stoney Aqua / Action Park is permitted by Stoney Aqua Park Pty Ltd atf The Stoney Aqua Park Trust ABN 61 626 985 600.
Park is permitted by Stoney Action Park Pty Ltd atf The Stoney Action Park Trust ABN 18 057338137.*

Risk Warning

1. Participation in the inflatable action park activities ("**the Recreational Activities**") (including, but not limited to, climbing, jumping, running, walking, sliding, pulling up, swinging, falling, slipping, tripping, swimming, twisting and bending) supplied by Stoney Aqua Park Pty Ltd atf The Stoney Aqua Park Trust ABN 61 626 985 600 ("**Stoney Aqua Park**") Stoney Action Park Pty Ltd atf The Stoney Action Park Trust ABN 18 057338137 ("**Stoney Action Park**") at 16 Hacks Ferry Road Telegraph Point ("**Site**") is inherently dangerous and involves risks, including (but not limited to) the risk of personal injury, disability and/or death ("**the General Risks**") and particular risks including (but not limited to) slipping, tripping or falling over, abrasions, bruising, damage to teeth, soft tissue injuries, muscular injuries, twists, sprains, dislocations, broken bones, friction burns, head collisions, head injuries, spinal injuries, drowning, disability, paralysis, and death ("**the Particular Risks**").
2. The General Risks and the Particular Risks may arise from or be connected to: (a) contact or collision with another patron or the surface of the inflatable; (b) the movement or failure of the inflatable, or a part thereof; (c) slipping and tripping on the surface of the inflatable or the ground; (d) weather conditions including rain, wind, hail, lightning, heat and/or cold; (e) the acts and/or omissions (including negligent acts and/or omissions) of other patrons at the Site; (f) the incorrect use of the inflatable; and, (g) the failure to follow instructions in relation to participation in the Recreational Activities.
3. The Recreational Activities are strenuous outdoor physical activities that require strength, stamina, and fitness. The runways and obstacles of the course are all inflatable items floating on a water surface and are inherently unstable. Injuries can (and do) occur. People with heart or health problems, pre-existing injuries (including knee, ankle, shoulder, back, and/or neck injuries), and pregnant women should not participate in the Recreational Activities.

Exclusion of Liability, Release, and Indemnity

4. Under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) ("**the Australian Consumer Law**"), several guarantees are implied into contracts for the supply of certain goods and services. I acknowledge and agree that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of Australian Consumer Law (i.e., guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of Stoney Aqua/Action Park for a failure to comply with any such guarantees, are excluded. However, the exclusion provided by this clause is limited to liability for:
 - a. my death; or
 - b. any physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury).
 - c. the contraction, aggravation, or acceleration of a disease.
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to me or the community; or
 - ii. that may result in harm or disadvantage to me or the community,howsoever arising from my attendance or participation in the Recreational Activities. Further, the exclusion provided by this clause does not apply to significant personal injury suffered by me as a result of the reckless conduct of Stoney Aqua / Action Park, as defined in section 139A of the *Competition and Consumer Act 2010* (Cth).
5. In exchange for being able to attend or participate in the Recreational Activities, I agree: -
 - a. to release and indemnify Stoney Aqua / Action Park, to the maximum extent permitted by law, from all liability for my death, any physical or mental injury, any claim for property damage, and/or any claim for costs or expenses I may incur as a consequence of same.
 - b. to indemnify (and keep indemnified) Stoney Aqua / Action Park, to the maximum extent permitted by law, in respect of any Claim by any person.
 - c. to engage in the Recreational Activities at my own risk, and I agree that this clause is intended to exclude any liability permitted to be excluded by Section 5N of the *Civil Liability Act 2002* (NSW).
 - d. for the avoidance of doubt, and without limiting any other clause herein, I agree: -
 - i. to release and indemnify Stoney Aqua / Action Park from all liability for any Claim for which liability is excluded by clause 4 above.
 - ii. that the exclusion provided at clause 4 above applies to any person listed on this form under the heading "Declaration".
 - iii. that any person listed on this form under the heading "Declaration" engages in the Recreational Activities at their own risk, and that this clause is intended to exclude any liability permitted to be excluded by Section 5N of the *Civil Liability Act 2002* (NSW).
 - iv. to indemnify Stoney Aqua / Action Park, to the maximum extent permitted by law, in respect of any Claim by a person listed on this form under the heading "**Declaration**".
 - v. Stoney Aqua / Action Park's liability to me is limited to the total price paid by me for the services provided by Stoney Aqua Park.

Acknowledgment

6. By signing this document, I acknowledge and agree: -
 - a. I have been warned of the General Risks and Particular Risks of the Recreational Activities.
 - b. Participation in the Recreational Activities may also involve other risks not noted on this form.
 - c. Notwithstanding the risks of physical harm and injury inherent in the Recreational Activities, some of which are noted on this form, I agree to participate in the Recreational Activities voluntarily at my own risk and agree to assume full responsibility for the General Risks and the Particular Risks.
 - d. Stoney Aqua / Action Park has provided me with oral warnings of the General Risks and the Particular Risks, and the risk of physical harm in participating in the Recreational Activities.



- e. Stoney Aqua / Action Park has placed signs around the Site warning of the risks involved in my participation in the Recreational Activities, and I have read these signs and understand the warnings provided.
- f. I do not have any heart or health problems, pre-existing injuries (including knee, ankle, shoulder, back and neck injuries) and I am not a pregnant woman.
- g. Nothing in this document prevents Stoney Aqua / Action Park from relying on any laws (including statute and common law) that limit or preclude its liability.
- h. Nothing in this document excludes any term or guarantee which under statute cannot be excluded, however the liability of Stoney Aqua / Action Park is limited to the minimum liability allowable by law.
- i. I will comply with the safety rules appearing on this form at all times while on the Site.
- j. I understand that: -
 - i. I do not have to sign this document; however, Stoney Aqua / Action Park may refuse to allow me to participate in the Recreational Activities if I do not agree to do so.
 - ii. By signing this document, I am giving up substantial rights, but agree to sign the document freely and voluntarily, nonetheless.
- k. This document records the entire agreement between me and Stoney Aqua / Action Park in relation to the Recreational Activities and my participation in them.
- l. In this document "Claim" includes any action, suit, proceeding, claim, demand, or cause of action, however arising, including but not limited to negligence.
- m. Stoney Aqua / Action Park may rely on this document in any proceedings commenced in any Court by me, my heirs, executors and assigns.
- n. The law of New South Wales governs this document and my participation in the Recreational Activities.

Safety Rules:

By signing this form, I agree to follow all the safety rules listed below: -

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| <ul style="list-style-type: none"> 1. It is mandatory for ALL patrons to always wear a BOUYANCY VEST on the Aqua Park. Please ensure your vest fits securely and the straps are tightened. 2. NEVER, under any circumstances, attempt to swim underneath any of the obstacles. ALWAYS go over the top surface. 3. NEVER DIVE HEADFIRST into the water from any part of the course. You must always enter the water feet first. 4. ALWAYS look up whilst climbing. Do not climb underneath someone climbing above you. People can slip and fall whilst climbing. 5. Make sure the water and landing area is clear of all people before jumping or sliding. | <ul style="list-style-type: none"> 6. Correct sliding position on the slides is to have arms crossed across your chest with feet and legs together. 7. If sliding with a friend DO NOT hold hands. Slide separately. 8. Do not slide down any area that has climbing handles attached. 9. No pushing or excessively rough play. Smaller children should always be given right of way. 10. Tread carefully and show caution as the park is slippery and unstable. 11. The Park is only for use during public opening hours when STAFF are on duty. 12. The Park must never be used under the influence of alcohol, medication, or drugs. 13. Always follow the directions of the STAFF on duty. |
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Photography and Filming:

I consent to my voice, name, and/or likeness (and that of any person listed on this form under "Declaration") being used, without compensation, in films and tapes for any media, whether now known or hereafter devised, for eternity, and I release and indemnify Stoney Aqua Action Park, its successors, assigns and licensees from any liability whatsoever of any nature arising from same. Do not enter the Site if you do not wish to be subject to the foregoing.

Declaration

- I have read and fully understood the matters set out in this document. I accept the conditions set out in this document and acknowledge the risks arising from attending or participating in the Recreational Activities being provided by Stoney Aqua / Action Park.
- I agree to be bound by the rules, regulations, and policies of Stoney Aqua / Action Park at all times.
- I have listed below all person(s) who is/are under 18 years of age and/or suffering from a physical or mental disability, and who I have parental responsibility for (or who will otherwise be under my control or accompanied by me while on the Site). I consent to them attending the Site and participating in the Recreational Activities at their own risk and agree to the indemnity provided at Clause 5.d.iv

School/Social
Group Name: _____
Student
Name: _____

Date of
Birth: _____
Contact
Number: _____

Executed by:

Name: _____
Date: _____
Email
Address: _____

Signature: _____