



IMPORTANT: All Participants 18 years and over must sign this Risk Warning and Waiver form prior to commencing any of the Recreational Services offered by Ninja Playground and Fitness. Participants under 18 years of age must have their parent or legal guardian complete and sign the Indemnity Form.

RISK WARNING

A “risk warning” is a warning with respect to the existence of a risk. Your participation in the recreational services¹ supplied by Ninja Playground and Fitness Pty Ltd trading as Ninja Playground and Fitness (‘NPF’) may involve risks which result in personal injury or death.

Prior to undertaking any recreational service that NPF offers, you should consider the risks involved, including those risks associated with any health condition(s) you may have.

To minimise risk, you agree to:

- a. comply with all verbal directions and instructions given by NPF staff and/or management
- b. comply with any rules and safety instructions which are displayed on our premises, including any signs incorporating risk warnings;
- c. comply with the terms of NPF’s User Code of Conduct;
- d. Ask for an explanation to your satisfaction if you do not fully understand any instructions or directions, prior to commencing any of NPF’s recreational services.
- e. take immediate steps and precautions to avoid anything you feel is unsafe and cease further participation.

You acknowledge that your participation is voluntary, that you are participating at your own risk and that the above warning constitutes a 'risk warning' in accordance with relevant legislation, including the Australian Consumer Law and the Civil Liability Act 2002 (NSW).

WAIVER OF LIABILITY

It is possible for a supplier of recreational services to ask you to agree that statutory guarantees under the Australian Consumer Law do not apply to you.

By signing this form, you agree that the liability of NPF for any:

- a. death;
- b. 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 you or the community;
 - ii. that may result in harm or disadvantage to you or the community,that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

Participant’s full name:.....

Participant’s signature: Date:

I give consent for this waiver to apply to all visits made by me over the next 6 months

¹ Recreational services are services that consist of participation in—
a sporting activity or similar leisure-time pursuit; or
any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.



IMPORTANT: Participants under 18 years of age must have their parent or legal guardian complete and sign this Indemnity Form.

INDEMNITY

Between Ninja Playground and Fitness Pty Ltd trading as Ninja Playground and Fitness ('NPF') and

Guardian's Full name: _____ ('the Guardian')

Guardian's Address: _____

_____ Phone: _____

The Guardian warrants that he/she is duly authorised as the Legal Guardian of:

Child's name _____ ('the Child')

Child's DOB: _____

Child's name _____ ('the Child')

Child's DOB: _____

Child's name _____ ('the Child')

Child's DOB: _____

The Guardian confirms that the Child's participation in any recreational activities provided by NPF is entirely voluntary and accepts all risks involved therein, including risks associated with any health condition(s) your Child may have.

The Guardian agrees to grant an indemnity to NPF in terms of and to the extent of the agreement as set out below notwithstanding that every precaution will be taken for the safety and welfare of the Child and for the care of his/her property and/or possessions.

IT IS AGREED:

The Guardian hereby indemnifies and holds NPF harmless against liability for any prejudice, injury, harm, loss, damage or death that may be suffered by the Child, and/or such damages, costs and expenses that may otherwise arise or be attributable to NPF as a result of the child's participation in any recreational activities provided by NPF which shall include an indemnity against recovery of costs resulting from damage, loss and/or medical conditions or hospitalisation as well as any loss of or damage to the child's property and/or possessions.

GUARDIAN'S SIGNATURE: _____

DATE: _____

- I, the Guardian, give consent for this Indemnity to apply to all visits made by the above named child or children over the next 6 months