

# GAME OVER DISCLAIMER

## ASUMPTION OF RISK – EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE AND INDEMNITY

### IMPORTANT WARNING: READ THIS DOCUMENT CAREFULLY – THIS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS!

The Company (*defined below*) as the operator of this venue supplies all Services (*defined below*) and Facilities (*defined below*) to its customers. In exchange for being able to participate in the Activities (*defined below*), the undersigned agrees as follows:

#### 1. DEFINITIONS

In this Disclaimer the following words have the following meaning:

- 1.1 **Activities** means any use of the Facilities (or any parts of them) in connection with the Services which are permitted or approved by the Company from time to time.
- 1.2 **Company** means Game Over Pty Ltd A.C.N. 159 630 403 ABN 71 159 630 403 of 'Hq Robina' Suite 14, Level 1, 58 Riverwalk Avenue, Robina Queensland.
- 1.3 **Conditions of Entry** means the conditions of entry and ticket purchase situate at the entrance to the venue.
- 1.4 **Disclaimer** means this document.
- 1.5 **Facilities** includes but is not limited to:
  - 1.5.1 the go-karting facilities, including all equipment (such as the go karts and safety helmets), the go-kart track, its surrounds and any associated areas;
  - 1.5.2 the climbing and zip-coaster facilities, including all equipment (such as belaying equipment, harnesses and safety helmets), the climbing walls, structures and ropes, their surrounds and any associated areas;
  - 1.5.3 the lazer tag facilities, including all equipment (such as lazars and battle suits), the lazer tag arena, its surrounds and any associated areas; and
  - 1.5.4 other sporting or similar recreational facilities and associated equipment.
- 1.6 **I and my** means personally or by his/her parent or guardian and includes personal representatives, heirs, next of kin, assignees, and trustees, executors or administrators of that person's estate.
- 1.7 **Indemnified Parties** means the Company and all related bodies corporate or affiliated entities, the owner of the Premises, and their respective directors, officers, employees, volunteers, contractors, agents and representatives.
- 1.8 **Jurisdiction** means the State of Queensland.
- 1.9 **Premises** means 88-108 Siganto Drive, Helensvale, Queensland and more particularly described as Lot 2 on SP 213534, County of Ward, Parish of Barrow and Lot 44 on SP 213546, County of Ward, Parish of Barrow.
- 1.10 **Rules and Regulations** means the rules and regulations displayed at the registration kiosk.
- 1.11 **Services** means the goods and services (including the indoor recreational services) supplied by the Company at the venue.

#### 2. THE RISKS OF THE ACTIVITY

I am aware that participating in the Activities is hazardous and there is extraordinary risk of physical or mental injury or death. For example, I acknowledge that there is a risk that I may suffer harm as a result of:

- 2.1 tripping, slipping or falling, or from coming into contact with objects, floors, walls, equipment, property or other participants/persons in the area;
- 2.2 the lack of skills, acts of violence and other harmful acts (whether intentional or inadvertent) committed by other persons participating in the Activities and/or by any other person; and
- 2.3 the Facilities (or any parts of them) failing to perform their designated purpose and/or being unsuitable to ensure the safety of persons participating in the Activities and/or any other person.

#### 3. ACKNOWLEDGMENTS

I acknowledge:

- 3.1 the many inherent risks and dangers referred to in clause 2;
- 3.2 that participating in the Activities may also involve additional risks and dangers not expressly referred to in clause 2;
- 3.3 that I use the Facilities as I find them and with the prior knowledge of these risks;
- 3.4 that I am not relying on any oral, written or visual representations or statements by or on behalf of the Company or any other inducement or coercion in deciding to participate in the Activities and in deciding to sign this Disclaimer;
- 3.5 that the Conditions of Entry apply (subject to clause 8.2), and that I must comply with the Rules and Regulations, all signs and any directions and instructions of the Company whilst I am on the Premises;
- 3.6 that I will accept responsibility for and agree to pay the cost of any damage that I cause to the Facilities (or any parts of them);
- 3.7 that the terms and conditions of this Disclaimer are intended to have legal effect and are not mere warnings or recitals; and
- 3.8 that the Company is relying upon the acknowledgments, declarations and agreements that I provide herein.

#### 4. HEALTH DECLARATIONS

I declare:

- 4.1 that I am medically and physically fit to participate in the Activities and have not been advised otherwise by a medical practitioner;
- 4.2 that I do not suffer from any pre-existing health condition not disclosed to the Company that may impact upon my capacity to safely participate in the Activities or that may create undue risk for others. If in doubt, I agree that I will seek medical advice prior to participating in the Activities;

- 4.3 that I am not under the influence of alcohol, drugs or other substances that could impair upon my judgment or capacity to safely participate in the Activities or that may create undue risk for others; and
- 4.4 that all information given is accurate and complete, and I hereby consent and give my authority to the Company to take all steps it considers reasonably necessary to protect my welfare in the event of injury or illness, including the administration of any emergency medical treatment and ambulance transportation and I agree to pay for any such costs.

**5. ASSUMPTION OF RISK**

- 5.1 I have assessed the nature of the Activities carefully and voluntarily assume all of the risks associated with the Activities, and I do so of my own free will (i.e. I acknowledge that if I do not wish to be exposed to such risks, then I should not participate in the Activities).

**6. EXCLUSION OF LIABILITY**

- 6.1 I hereby agree that the Company will not be liable for my death, or any physical or mental injury or other ailment (including disease) suffered by me howsoever arising from my participation in the Activities, including whether arising because the Services were not provided with due care and skill, or because the Facilities (or any parts of them) provided in connection with the Services were not reasonably fit for their purpose, or because of negligence, breach of contract, statute or statutory duty or otherwise.
- 6.2 Without limiting the above, to the extent that liability cannot be excluded but can be limited, then, to the maximum extent permitted by law, the liability of the Company is limited to (a) the supply of the Services again, or (b) payment of an amount equal to the cost of having the Services supplied again. I agree that the Company will not be liable under any circumstances for any consequential, indirect, incidental or special damages, arising out of or in connection with my participation in the Activities.

**7. WAIVER OF RIGHT TO SUE AND INDEMNITY**

I hereby agree:

- 7.1 not to pursue claims against and (severally) to hold harmless, indemnify and keep indemnified each of the Indemnified Parties from and against any and all losses, actions, expenses, costs, liabilities, claims and demands which may be incurred or sustained by any of the Indemnified Parties for my death, or any physical or mental injury or other ailment (including disease) suffered by me howsoever arising from my participation in the Activities or my attendance at the Premises, including whether arising because of negligence, breach of contract, statute or statutory duty or otherwise; and
- 7.2 that none of the Indemnified Parties make any representation or warranty, implied or express, whether by statute, common law or otherwise, as to any matter including without limitation that the Services will be provided with due care and skill or that the Facilities (or any parts of them) provided in connection with the Services will be fit for the purpose for which they are used.

**8. GENERAL**

- 8.1 The foregoing exclusions and limitations apply to the fullest extent permitted at law, and if any portion hereof is held invalid, such invalidity shall not affect the enforceability of any other part or provisions of this Disclaimer. Nothing in this Disclaimer excludes, restricts or modifies any rights that I may have as a result of a significant personal injury that is caused by the reckless conduct (as that term is defined under the Australian Consumer Law) of the Company.
- 8.2 This Disclaimer is additional to, rather than replacement of, the conditions contained in the Conditions of Entry. To the extent that there is any inconsistency between the conditions of this Disclaimer and those contained in the Conditions of Entry, this Disclaimer shall apply.
- 8.3 The personal information I have provided to the Company enables and facilitates its delivery of the Services and (subject to the terms of my registration) enables the Company to send information relevant to the Activities. The personal information that I have provided to the Company will not be used for any other purpose without my consent.
- 8.4 The terms of this Disclaimer and its interpretation will be governed by the law of the Jurisdiction and the parties submit to the jurisdiction of the courts of the Jurisdiction.

**IMPORTANT NOTICE: BY SIGNING THIS DISCLAIMER I AM DEEMED TO HAVE READ & UNDERSTOOD THIS DISCLAIMER & AGREED TO BE BOUND ITS TERMS.**

Name:		Date of birth:	
Signature:		Date:	

**PARENT/GUARDIAN CONSENT (PERSONS UNDER 18 YEARS OLD)**

I (name) \_\_\_\_\_ of (address) \_\_\_\_\_ am the parent/guardian (*delete whichever does not apply*) of the minor who is named above (“Minor”). I have read this Disclaimer and fully understand its terms and conditions, including the assumption of risk, exclusion of liability, waiver of right to sue and indemnity contained therein. I give my full consent and approval to the Minor participating in the Activities at his/her own risk. In consideration for the right to allow the Minor to participate in the Activities, I, on behalf of the Minor and myself, freely and willingly and voluntarily elect to be bound by the above terms and conditions.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_