



# Currumbin Kids Club Vacation Care Program

**Monday, 30th June 2025 to  
Friday, 11th July 2025**

**First Day of Term 2 is:  
Monday 14th July 2025**

Please note: All Booking Requests must be made via Xplor Home App. Once requests have been made, please complete and return the attached permission slip forms. Bookings are not considered until permission slip is signed and returned.

*\*Cancellations must be made by end of business day on  
Monday, 23rd June 2025  
Cancellations made after this date will incur the full session fee.*

\*Waitlist requests must be in writing; please email  
[admin@currumbinkidsclub.com.au](mailto:admin@currumbinkidsclub.com.au).

\*No booking requests will be taken over the phone.

# Important Information for Parent and Carers

Thank you for your interest in our program. We have an exciting program planned but please keep in mind excursions/incursions are also subject to change due to possible inclement weather or any situation where safety is a concern. We look forward to incorporating a variety of incursions/excursions for a fun filled program!

**Centre Information:** Currumbin Kids Club operates during the school holidays from 6:30am – 6:00pm. Our program offers a variety of activities and experiences, all of which are designed to enhance and develop each child's skills and abilities. We want to provide every child with a safe, nurturing, and fun environment; therefore, we have a zero tolerance towards bullying. Please refer to our Bullying and Behaviour Management Policy for further information.

**Fees:** The daily fee for Vacation care is \$67.00 per child per day, this amount is eligible for the government's Child Care Subsidy (CSS). Additional costs associated with incursions or excursions will be added onto the daily fee. The full fee is stated on the Vacation Care Program. This amount will receive the Child Care Subsidy. Any Late fees, Non-Cancellation Fees and Ad-Hocs are not eligible for the Child Care subsidy. If you are unsure about your entitlement to the Child Care Subsidy, please contact the Family Assistance Office on 136 150.

**Childcare Subsidy (CCS):** Please be aware of both your CCS percentage coverage and fortnightly entitlement hours. A session of Vacation Care equates to 11.5 hours toward your fortnightly hours. Regardless if your child attends less than the full day; CCS is applied by the session. If you run out of hours, CCS will not apply to the remainder of your bookings until the next fortnight period. If you have questions or concerns, please send an email to discuss.

**Educator to Child Ratios:** The National Quality Framework (NQF) sets out the minimum qualification and educator to child ratio requirements for children's education and care services. Minimum ratios also vary based on activity and whether we are on-site or away on excursion. Total daily bookings accepted is based on Educator availability and activity type to ensure safety off all children in our care.

**Current Users of Currumbin Kids Club:** Use the Xplor Home app to make a Booking Request. Select the day(s) and child/ren attending, and tick the All Day box and write Vacation Care in the comment box. To attend the vacation care program, you must have a booking. We will not accept walk-in arrivals. If you do not have a booking and you need your child/ren to attend a particular day, last minute, you will need to call the service during our operating hours to see if we have any cancellations or room for them. This is particularly imperative for excursion days as the buses have a limited number of seats. However, it is important for every day of vacation care.

**Game Over Excursion:** Prior to being considered for the Game Over Helensvale excursion, families must complete the attached waiver **IN ADDITION to the standard permission form. Siblings must have individual waivers completed and on the day enclosed shoes MUST be worn in order to participate in climbing activities. Children wearing sandals/thongs/crocs will not be able to participate without enclosed footwear.**

**Program:** Our Program has a combination of excursions and incursions as well as standard days at the centre. We ensure our program is inclusive of all children and their various abilities. All activities are accompanied by risk assessments that can be supplied upon request.

**Food Information:** Currumbin Kids Club will offer a nutritional breakfast (up until 8am) and afternoon tea (around 3pm). It is the parent/carer's responsibility to pack a lunchbox with morning tea, lunch, and snacks. Please ensure your child has a substantial amount of food as our program is more physical and longer than a typical school day. This lunch should consist of standard healthy foods that you would give your child on a school day i.e., food that does not require heating or kitchen preparation. Your child must also have their own clearly labelled drink bottle, especially on excursion days as water may not always be available. If your child/ren have any dietary requirements or any allergies/food sensitivity you will need to meet with the service's co-ordinator regarding risk minimisation.

**Clothing:** Please ensure that your child/ren bring a SunSmart hat, as we are outside a lot, and this is particularly important in maintaining a Sun Safe Centre. We have a 'No Hat, Shade Play' Policy and any child/ren without a hat will be asked to remain in undercover areas. All children must wear suitable footwear. Sneakers, runners, or any other type of closed in shoes are acceptable. You may also wish to pack an extra change of clothes (shirt, shorts, underwear, and socks) for your child/ren in the event of wet weather or other situations.

**PLEASE NOTE: Children must bring their own hat; enough food for morning tea and lunch; labelled drink bottle; wear closed-in appropriate shoes; and SunSmart clothing. The Centre will provide sunscreen - if you do not want your child/ren to be given sunscreen then you must provide your own or speak with our educators.**

**\*NO SINGLETs, CROPPED T-SHIRTS, THONGS, SANDALS OR 'CROCS' STYLE SHOES.**

**\*NUTS AND NUT PRODUCTS ARE NOT PERMITTED.**

**\*OTHER ANAPHYLAXIS & ALLERGIES TO BE MINDFUL OF AT OUR SERVICE ARE:**

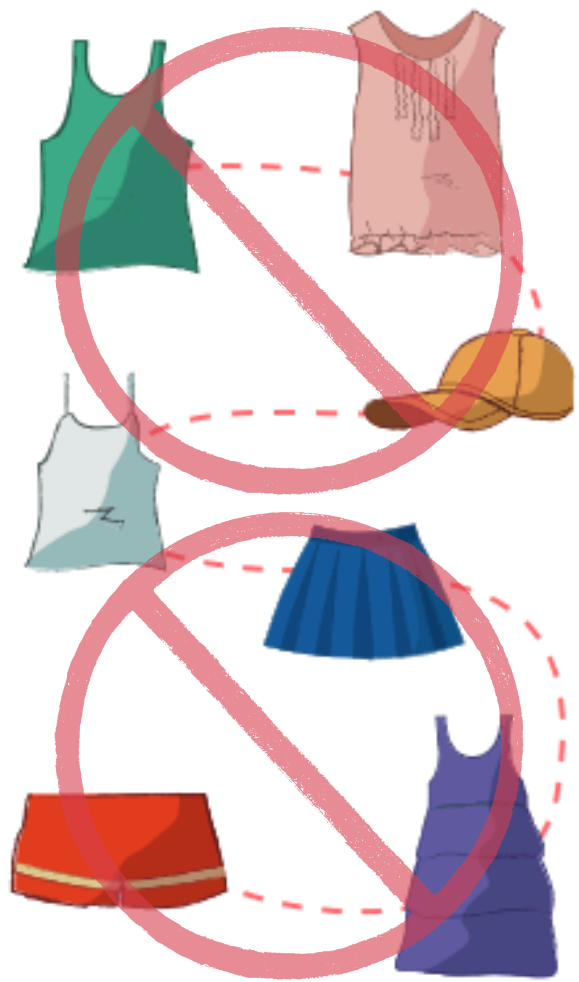
**COCOA, EGGS, SOY AND DAIRY**

**\*NO HOT FOOD OR FOOD THAT NEEDS TO BE HEATED.**

# IS YOUR CLOTHING SUNSMART TODAY?



Please remember  
enclosed shoes!



# Vacation Care Program: June/July 2025

WEEK 1				
Monday 30th June	Tuesday 1st July	Wednesday 2nd July	Thursday 3rd July	Friday 4th July
<b>Incursion</b> <b>Daily Fee \$95.00</b> 	<b>Excursion</b> <b>Daily Fee \$110.00</b> 	<b>Incursion</b> <b>Daily Fee: \$100.00</b> 	<b>Excursion</b> <b>Daily Fee \$120.00</b> 	<b>Incursion</b> <b>Daily Fee \$95.00</b> 
<b>Artlis Studios</b> <p>The team at Artlis Studios will be coming in to run a vinyl skate sticker workshop where we will making our own super cool sticker designs using Posca paint markers and clear vinyl. Follow along or come up with your own ideas!</p>	<p><b><u>SPLIT AGES EXCURSION</u></b>  <b>Tabatinga (Prep-Year 2)</b>  We will be travelling to Tabatinga play centre at Tweed Heads for a session on the play equipment and a meal. <b><u>Lunch is provided by the venue.</u></b></p> <p><b>Epic Skate (Years 3-6)</b>  The years 3-6 children will visit Epic Skate at Tweed Heads for a skate session and lunch. <b><u>Bring your long socks! Lunch is provided by the venue.</u></b></p> <p><b>Limited Spaces</b>  <b>Departing:</b> 9:00am  <b>Returning:</b> 3:00pm</p>	<b>CKC Carnival and Jolly Jumps</b> <p>Come one, come all to the CKC Carnival! With Jolly Jumps bringing jumping castles and a disco dome, we will have an awesome day of carnival games and even a snow cone treat. <b><u>Please advise via email if you do not want your child receiving a temporary tattoo</u></b></p>	<b>Game Over Helensvale</b> <p>We will making our way to Game Over in Helensvale to try out their amazing Clip and Climb walls. We will also enjoy a game of putt putt and laser tag. <b><u>Additional waiver MUST BE signed for each individual child before bookings will be considered. Closed in shoes must be worn to participate, no crocs/sandals.</u></b></p> <p><b>Limited Spaces</b>  <b>Departing:</b> 8:30am  <b>Returning:</b> 2:30pm</p>	<b>Lab Kids Bubble Slime</b> <p>Prepare to get messy with Lab Kids as they teach us how to make our very own bubble slime where we will blow some giant bubbles! We will also try other science experiments and get messy with some ooblek! <b><u>Please bring a change of clothes</u></b></p>
<b>Learning Outcome:</b> 1.3 Children and young people develop knowledgeable, confident self-identities and a sense of positive self-worth	<b>Learning Outcome:</b> 3.3 Children and young people are aware of and develop strategies to support their own mental and physical health and personal safety	<b>Learning Outcome:</b> 4.4 Children and young people resource their own learning through connecting with people, places, technologies and natural and processed materials	<b>Learning Outcome:</b> 3.3 Children and young people are aware of and develop strategies to support their own mental and physical health and personal safety	<b>Learning Outcome:</b> 4.2 Children and young people develop a range of learning and thinking skills and processes such as problem solving, inquiry, experimentation, hypothesising, researching and investigating
<b>For all days please bring: morning tea, lunch, water bottle, hat, and enclosed shoes; wear sun-safe clothing.</b>				
WEEK 2				
Monday 7th July	Tuesday 8th July	Wednesday 9th July	Thursday 10th July	Friday 11th July
<b>Excursion</b> <b>Daily Fee \$105.00</b> 	<b>Incursion</b> <b>Daily Fee \$95.00</b> 	<b>Excursion</b> <b>Daily Fee \$120.00</b> 	<b>Incursion</b> <b>Daily Fee \$95.00</b> 	<b>Excursion</b> <b>Daily Fee \$100.00</b> 
<b>Cinemas</b> <p>We will be visiting Hoyts cinemas at Tweed Heads to watch the movie Elio. The movie introduces Elio, a space fanatic who accidentally becomes the intergalactic ambassador for planet Earth!</p> <p><b>Limited Spaces</b>  <b>Departing:</b> 12:30pm  <b>Returning:</b> 3:45pm</p>	<b>Pajama and Pizza Party</b> <p>Jam out in your jammies with the ultimate pajama party and disco! Bop Till You Drop will be running a few hours of music madness before we enjoy a pizza lunch treat. Wear your pajamas to Kids Club and get ready to dance!</p>	<b>Inflatable World Arundel</b> <p>We will be heading to Inflatable World at Arundel for a huge session of bouncing and jumping on the inflatable slides, obstacles and challenges!</p> <p><b>Limited Spaces</b>  <b>Departing:</b> 10:45 am  <b>Returning:</b> 3:30pm</p>	<b>Bubble Soccer</b> <p>Join us for some wild matches of Bubble Soccer! Pop on the giant bubble to bounce and roll your way to scoring some goals for your team. We will also be doing some soccer themed craft throughout the day.</p>	<b>Laguna Park</b> <p>We will be heading to Laguna Park in Palm Beach for a play and a sausage sizzle lunch. We will enjoy the play equipment, do some crafts and of course, have a sausage sizzle lunch. <b><u>We may split into groups depending on numbers for the day.</u></b></p> <p><b>Limited Spaces</b>  <b>Departing:</b> 10:30am  <b>Returning:</b> 2:00pm</p>
<b>Learning Outcome:</b> 5.2 Children and young people engage with and gain meaning from a range of visual images and texts	<b>Learning Outcome:</b> 1.2 Children and young people develop their autonomy, interdependence, resilience and agency	<b>Learning Outcome:</b> 3.2 Children and young people become strong in their physical learning and wellbeing	<b>Learning Outcome:</b> 2.3 Children and young people become aware of fairness	<b>Learning Outcome:</b> 4.2 Children and young people resource their own learning through connecting with people, places, technologies and natural and processed materials



# Parent/Carer Excursion-Incursion Information & Consent Form

I have read all the excursion and incursion information provided by Currumbin Kids Club, and I give permission for my child/children,

\_\_\_\_\_ (Child/ren's Name)  
to attend and participate in all the above-named excursions, incursions, and activities set out in the vacation care program.

Additionally,

- I give permission for my child/ren to participate in all the activities and incursions at Currumbin Kids Club.
- I give permission for my child/ren to travel by bus or other method of travel from Currumbin Kids Club to the destinations outlined in the Vacation Care Program.
- I give permission for my child/ren to participate in all the activities at these destinations.
- I understand that head counts and roll calls will be done when embarking and disembarking from the bus as well as regularly throughout the day.
- I understand that Currumbin Kids Club takes great care but bears no responsibility for any loss or damages to personal items that my child/ren bring from home.
- I understand that it is required that my child is appropriately dressed in Sun-Smart clothing (including enclosed footwear) as outlined in the Important Information section of the program or risk being turned away at check-in.
- I also agree and understand that by signing this form I must cancel any bookings before Monday 23<sup>rd</sup> June 2025 (7 days prior to the commencement of vacation care) to avoid incurring any fees. Any cancellations made after this date will incur the daily fee and any other additional fees and all costs associated.
- Risk assessments have been conducted for all excursions and are available at the service along with written policies and procedures.

Parent/Carer Name: \_\_\_\_\_

Parent/Carer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CCS Recipients:** Be aware of your fortnightly hours entitlement. A session of vacation care is 11.5 hours. If you use up all your entitlement hours within the fortnight, CCS will not cover additional sessions and you will be out of pocket full fees.  
*[week of 30<sup>th</sup> June = CCS Week 2; week of 7<sup>th</sup> July = CCS Week 1]*

Please ensure you make all booking requests through the  
Xplor Home app before returning this permission slip.

MORE ON THE  
OTHER SIDE

# Parent/Carer Excursion-Incursion Information & Consent Form

DATE	DESTINATION ADDRESS	ACTIVITY	DESCRIPTION	MODE OF TRANSPORT	APPROX. DEPART/ARRIVAL TIMES	NUMBER OF CHILDREN	NUMBER OF EDUCATORS	EXPECTED RATIO	
30/06/25	Currumbin Kids Club 6 Philip Street, Currumbin 4223	Guided Art Workshop	Children will learn to make their own skate themed stickers using paint markers and clear vinyl in a guided tutorial run by Artis Studios.	N/A	-	120	8	In Service: 1:15 1 Educator to 15 Children	<input type="checkbox"/>
01/07/25	Seagulls Club, Unit 54/68 Gollan Dr, Tweed Heads West NSW 2485  20/23 Enterprise Ave, Tweed Heads South NSW 2487	Indoor Play Centre  Skate Rink	<b>Play centre</b> Children will visit Tabatinga play centre in Tweed Heads where they will be able to play in a jungle gym structure with slides, obstacles and a ball pit. Afterwards, they will be provided with chicken nuggets and chips meal and drink. Please advise by email if your child has any dietary requirements.  <b>Epic Skate</b> Children will visit Epic Skate at Tweed Heads where they will be provided will rollerskates or rollerblades and get to skate around the rink. Children will be provided with a hotdog meal, drink and iceblock. Long socks are required to participate in this activity. Please advise by email if your child has any dietary requirements.	Seatbelt Fitted Bus	Departing: 9:00am Returning: 3:00pm	90 approx	9	In Service: 1:15 1 Educator to 15 Children  On Excursion: 1:10 1 Educator to 10 Children	<input type="checkbox"/>  <input type="checkbox"/>
02/07/25	Currumbin Kids Club 6 Philip Street, Currumbin 4223	Jumping Castles	Children will have turns using Jumping Castles brought in by Jolly Jumps. We will enjoy other carnival themed activities and crafts including cooking, temporary airbrush tattoos and a snow cone treat. Families are requestd to email the service if they do not wish for their child to participate in temporary tattoos or have a snow cone.	N/A	-	120	8	In Service: 1:15 1 Educator to 15 Children	<input type="checkbox"/>
03/07/25	88 Siganto Dr, Helensvale QLD 4212	Climbing and Laser Tag	Children will visit Game Over Helensvale where they will play laser tag, putt putt and do the Clip and Climb harnessd climbing walls. Children will be able to consume food brought from home while at the venue.	Seatbelt Fitted Bus	Departing: 8:30am Returning: 2:30pm	90 approx	9	In Service: 1:15 1 Educator to 15 Children  On Excursion: 1:10 1 Educator to 10 Children	<input type="checkbox"/>
04/07/25	Currumbin Kids Club 6 Philip Street, Currumbin 4223	Science activity	Children will be playing with and learning about various types of slime and making their own to take home. Children will be engaging in messy play throughout the day and are encouraged to bring a change of clothes.	N/A	-	120	8	In Service: 1:15 1 Educator to 15 Children	<input type="checkbox"/>
07/07/25	Tweed City Cinemas 54 Minjungbal Dr, Tweed Heads South NSW 2486	Movies	Children will visit the cinemas where we will provide them with a juice popper and popcorn and watch the film 'Elio'. Children can eat food from their lunch boxes during the movie.	Seatbelt Fitted Bus	Departing: 12:30am Returning: 3:45pm	90 approx	9	In Service: 1:15 1 Educator to 15 Children  On Excursion: 1:10 1 Educator to 10 Children	<input type="checkbox"/>
08/07/25	Currumbin Kids Club 6 Philip Street Currumbin 4223	Pizza and Pajama Party	Children will enjoy a disco presented by Bop Till You Drop and have a pizza lunch purchased by CKC from Domino's Pizza. Families are encouraged to email any dietary concerns prior to the incursion. Children are encouraged to wear sunsafe pajamas.	N/A	Starting 10:00am	120	8	In Service: 1:15 1 Educator to 15 Children	<input type="checkbox"/>
09/07/25	61 Newheath Dr, Arundel QLD 4214	Inflatable Obstacle Playspace	Children will travel to Inflatable World at Arundel where they can play on various inflatable obstacles and slides. Children will be able to eat food from home at the venue.	Seatbelt Fitted Bus	Departing: 10:45am Returning: 3:30pm	90 approx	9	In Service: 1:15 1 Educator to 15 Children  On Excursion: 1:10 1 Educator to 10 Children	<input type="checkbox"/>
10/07/25	Currumbin Kids Club 6 Philip Street Currumbin 4223	Bubble Soccer	Children will put on inflatable bubble suits and be coached through different soccer style games. Wearing the bubble, they can bounce, bump into others and roll around. Children will be placed in groups based on age and participate for a few minutes at a time with ample rest periods.	N/A	In groups starting 10:00 am	120	8	In Service: 1:15 1 Educator to 15 Children	<input type="checkbox"/>
11/07/25	130 Laguna Ave, Palm Beach QLD 4227	Park play	Children will travel to Laguna Park in Palm Beach where they can play on the park equipment or participate in craft activities. Children will also enjoy a sausage sizzle lunch provided by CKC. Vegetarian/Gluten free options will be available.	Seatbelt Fitted Bus	Departing: 10:30am Returning: 2:00pm	80	8	In Service: 1:15 1 Educator to 15 Children  On Excursion: 1:10 1 Educator to 10 Children	<input type="checkbox"/>



## IMPORTANT - GAME OVER WAIVER:

Prior to being considered for the Game Over Helensvale excursion, families must complete and return **BOTH**:

- Currumbin Kids Club standard permission form and
- Game Over Indemnity Waiver

➔ -Each individual child must have individual waivers completed.  
✓ -Digitally completed & e-signed copies are acceptable or  
you can complete a printed copy at the centre.



\*Enclosed shoes **MUST** be worn in order to participate in climbing activities. Children wearing sandals/thongs/crocs will not be able to participate.



On the last page, complete and sign the waiver as below:

**IMPORTANT NOTICE – BY SIGNING THIS DISCLAIMER, I AM DEEMED TO HAVE READ & UNDERSTOOD THIS DISCLAIMER, & AGREED TO BE BOUND ITS TERMS. I ACKNOWLEDGE & AGREE THAT THIS DISCLAIMER APPLIES TO ALL ACTIVITIES THAT I PARTICIPATE IN ON THE DATE THAT I SIGN THIS DISCLAIMER.**

Executed as an agreement in favour of the Company and all other Indemnified Parties:

Name:	Child's Name	Date of birth:	Child's Date of Birth
Signature:	Parent/Carer's Signature	Date:	Date signed

### **CONSENT OF PARENT / GUARDIAN / RESPONSIBLE ADULT (FOR AND ON BEHALF OF PERSONS UNDER 18 YEARS OLD); AND INDEMNITY**

I, (name) Parent/Carer's Name, being the parent and/or guardian and/or responsible adult of the following named minor(s) Child's Name (each being a "Minor"), warrant that I am duly authorised, for each Minor (and/or by their parent or guardian, where I am signing as a responsible adult), to agree to the terms of this Disclaimer for and on their behalf. 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. On behalf of each Minor, I agree to the Disclaimer and give my full consent and approval to each Minor participating in the Activities at their own risk.

In consideration of the Company allowing each Minor to participate in the Activities, the receipt and sufficiency of which I acknowledge and agree, I will hold harmless, indemnify and keep indemnified the Company and the other Indemnified Parties against all Claims which may be incurred or sustained by any of the Indemnified Parties, in connection with any of the matters identified in clause 6.1.1 to 6.1.4 above (inclusive) suffered by any Minor, howsoever arising from or in relation to their presence at the Premises or their participation in the Activities, including whether arising because of negligence, breach of contract, statute or statutory duty or otherwise, but not where and to the extent caused by the Reckless Conduct of the Company in relation to any significant personal injury of that Minor. To the extent necessary, I intend this to operate as a deed poll in favour of the Company and the other Indemnified Parties.

Parent/Guardian/Responsible Adult Signature: Parent/Carer's Signature Date: Date signed

**MORE ON THE  
OTHER SIDE**





# GAME OVER TERMS OF SUPPLY AND DISCLAIMER

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

### IMPORTANT WARNING: READ THIS DOCUMENT CAREFULLY – 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, and permits them to participate in the Activities, in consideration of the fees paid by or on behalf of the customer, and in accordance with these Terms of Supply and Disclaimer (**Disclaimer**). In exchange for, and as a condition of, 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 applicable to the Facility, as displayed at the Facility or otherwise notified to me by the Company.
- 1.4 **Disclaimer** means this document.
- 1.5 **Facilities/Facility** 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 arcade facilities, including all equipment (such as arcade game machines), its surrounds and associated areas;
  - 1.5.3 the mini-golf facilities, including all equipment (such as props and other items in, or around the mini golf course), the mini-golf course, its surrounds and any associated areas;
  - 1.5.4 the climbing and zip-coaster facilities, including all equipment therein (such as belaying equipment, harnesses and safety helmets), the climbing walls, structures and ropes, its surrounds and any associated areas;
  - 1.5.5 the lazer tag facilities, including all equipment (such as lazars and battle suits), the lazer tag arena, its surrounds and any associated areas; and
  - 1.5.6 other sporting or similar recreational facilities and associated equipment and all other guest areas including the café seating area and other guest waiting areas.
- 1.6 **I and my and me** means personally or by his/her/your parent or guardian or a responsible adult 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 108 on SP 290863, County of Ward, Parish of Barrow.
- 1.10 **Rules and Regulations** means the rules and regulations applicable to the Facility, as displayed at the Facility or otherwise notified to me by the Company.
- 1.11 **Services** means the goods and services (including the indoor recreational services) supplied by the Company at the Facilities, which are 'recreational services' as defined in the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**CCA**).

#### 2. THE RISKS OF THE ACTIVITY

I am aware that participating in the Activities is hazardous and there is obvious and 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.

#### 3. ACKNOWLEDGMENTS

I acknowledge:

- 3.1 the many inherent risks and dangers involved in participating in the Activities, as 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 I do not have, and have not had close contact with anyone who has, fever, cough, sore throat or shortness of breath, and do not have or been in close contact with anyone who has been diagnosed with or is suspected of having COVID-19;
- 4.3 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;
- 4.4 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
- 4.5 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 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 Subject to clause 7.3, I hereby agree that each of the Company and the owner of the Premises (to the extent that each of them is providing Recreational Services as defined in the CCA) will not be liable for my:
  - 6.1.1 death; or
  - 6.1.2 physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
  - 6.1.3 contraction, aggravation or acceleration of a disease; or
  - 6.1.4 suffering the coming into existence of, aggravation of, acceleration of or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs that is or may be harmful or disadvantageous to me or the community, or that may result in harm or disadvantage to me or the community,howsoever arising from my participation in the Activities, including 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 in connection with the Services (including the Activities) 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. Further, to the extent permitted at law, I agree that the Company will not be liable 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**

- 7.1 Subject to clause 7.3, I hereby agree:
  - 7.1.1 not to pursue claims against any of the Indemnified Parties; and
  - 7.1.2 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 ("**Claims**") which may be incurred or sustained by any of the Indemnified Parties,in connection with:
  - 7.1.3 my death, or any physical or mental injury or any other matters identified in clause 6.1.1 to 6.1.4 (inclusive) 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.
- 7.2 I further agree that, to the maximum extent permitted by law, 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.
- 7.3 However, I understand that 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 defined under the CCA) of the Company.

## 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.
- 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.
- 8.5 To the extent necessary to enable either the owner of the Premises or any other Indemnified Parties to take the benefit of the provisions in this Disclaimer (including without limitation clauses 6 and 7 as applicable), the Company holds the benefit of the provisions on trust for those parties.
- 8.6 The Company may refuse to supply any particular Services (including by not permitting me to undertake the Activities) at any time prior to my receiving those Services (including by participating in the Activities), and in that case, the Company will provide a refund of any fees already paid for those Services.
- 8.7 The Indemnified Parties (other than the Company) are intended third party beneficiaries of this Disclaimer, and to the extent necessary to give effect to that intention, the Company holds the benefit of this Disclaimer on trust for them.

**IMPORTANT NOTICE – BY SIGNING THIS DISCLAIMER, I AM DEEMED TO HAVE READ & UNDERSTOOD THIS DISCLAIMER, & AGREED TO BE BOUND ITS TERMS. I ACKNOWLEDGE & AGREE THAT THIS DISCLAIMER APPLIES TO ALL ACTIVITIES THAT I PARTICIPATE IN ON THE DATE THAT I SIGN THIS DISCLAIMER.**

Executed as an agreement in favour of the Company and all other Indemnified Parties:

Name:		Date of birth:	
Signature:		Date:	

### **CONSENT OF PARENT / GUARDIAN / RESPONSIBLE ADULT (FOR AND ON BEHALF OF PERSONS UNDER 18 YEARS OLD); AND INDEMNITY**

I, (name) \_\_\_\_\_, being the parent and/or guardian and/or responsible adult of the following named minor(s) \_\_\_\_\_ (each being a "**Minor**"), warrant that I am duly authorised, for each Minor (and/or by their parent or guardian, where I am signing as a responsible adult), to agree to the terms of this Disclaimer for and on their behalf. 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. On behalf of each Minor, I agree to the Disclaimer and give my full consent and approval to each Minor participating in the Activities at their own risk.

In consideration of the Company allowing each Minor to participate in the Activities, the receipt and sufficiency of which I acknowledge and agree, I will hold harmless, indemnify and keep indemnified the Company and the other Indemnified Parties against all Claims which may be incurred or sustained by any of the Indemnified Parties, in connection with any of the matters identified in clause 6.1.1 to 6.1.4 above (inclusive) suffered by any Minor, howsoever arising from or in relation to their presence at the Premises or their participation in the Activities, including whether arising because of negligence, breach of contract, statute or statutory duty or otherwise, but not where and to the extent caused by the Reckless Conduct of the Company in relation to any significant personal injury of that Minor. To the extent necessary, I intend this to operate as a deed poll in favour of the Company and the other Indemnified Parties.

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