

# Warehouse 11 Studio Risk Warning & Participant Contract of Waiver



Warehouse 11 is operated by Flipside Action Sport Pty Ltd A.C.N. 24 620 282 046 (The "Licensee") of 11 Campbell St, Artarmon NSW 2064.

This form MUST be completed, signed by you and processed by the staff at Warehouse 11 before you are permitted to enter or use Warehouse 11 facilities. If you are under 18, a parent or legal guardian MUST sign this form and provide an emergency contact number. Your parent or legal guardian's signature MUST be witnessed by another person over 18.

Access to Warehouse 11 is by purchase of session or clinic passes for the purpose of filming action sports content, or other approval issued at the discretion of Flipside Action Sports Pty Ltd. By entering the park, you accept and undertake to comply with Warehouse 11's rules and regulations including compliance with the conditions of entry and rules of Warehouse 11, all signs and warnings and wearing a helmet at all times. Please complete your personal details and ensure the form is properly signed. By drawing or typing your name where required and clicking 'Agree to This Document' below, I understand I am entering into this contract and agree to be bound by all terms and conditions contained within this document.

Warehouse 11 Studio is being used to photograph and record video and film footage in connection with the Web Series/VLOG 'Extreme to Mainstream' by Flipside Productions Pty Ltd ABN 26 115 988 728.

By your presence in Warehouse 11 you acknowledge that you have been informed that you may be photographed and recorded as part of the release in home video/internet and/or any media now known hereafter devised, in perpetuity throughout the universe and the advertising and publicity thereof. Further, by your presence in warehouse 11, you grant your permission for your likeness and voice to be included therein without compensation, credit or other consideration. If you do not wish to be photographed, recorded, or appear under these conditions, you should leave Warehouse 11 immediately.

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Postal	Country
Home Phone	Work Phone	Cell Phone	
Email Address	Can we email		
Emergency Contact	Emergency Phone		

In consideration for, and as a condition of, my entry into Warehouse 11, I the participant, agree as follows both now and for all subsequent visits to Warehouse 11:

1. I acknowledge that the activities of filming, photography and participating, including skateboarding, inline skating, scooter riding and BMX riding, as well as the use of trampolines, ramps resi ramps foam pits and Ninja course conducted at Warehouse 11 (the 'Recreational Activities') are dangerous recreational activities and there are inherent risks associated with the Recreational Activities, that may result in serious injury or death, or damage to property or to third parties.
2. I agree that this waiver applies to all lessons, coaching sessions, half day camps, full day camps, Residential Camps and events and any other activities conducted at Warehouse 11 including filming and photography.
3. I acknowledge that the Recreational Activities and any other activities may result in serious injury or death, or damage to property due to the actions, omissions or negligence of others.
4. I acknowledge that Inherent risks include, but are not limited to:
  - the potential for a collision between multiple participants or participants and course obstacles;
  - the potential for collision between participants and spectators or Warehouse 11 Staff;
  - the potential for participants to be struck by equipment being used by other participants;
  - the failure of participant or Licensee equipment, including equipment loaned to participants by the Licensee;
  - the potential for participants to attempt manoeuvres or tricks, resulting in incorrect landing or falling;
  - the potential for participants to fall off ramps, trampolines and equipment or other obstacles; and
  - the potential for a participant or other persons present at Warehouse 11 to act in a negligent manner that may contribute to an injury to another, or others, such as not acting within his or her ability.

5. I acknowledge that whilst the Licensee takes reasonable steps to ensure the safety of all participants, [such as implementing a helmet policy and providing supervision by staff, it cannot ensure the safety of participants due to the dangers and risks associated with the Recreational Activities.

6. Particular risks include accidents resulting in damage or injury including:

damage to clothing or property;

twists, sprains, broken bones and physical injury;

spinal Injury;

brain Injury;

paralysis; and

death.

7. I acknowledge, understand and agree to comply with all conditions of entry and rules of Warehouse 11, as displayed at the entrance and throughout Warehouse 11 or as otherwise notified to me.

8. I acknowledge, understand and agree to comply with the warnings displayed throughout Monster and on the wristband provided to me by the Licensee and to follow any and all lawful directions of the agents or employees of the Licensee.

9. I certify that I am in good health and have no medical, physical or mental conditions which could interfere with my safety in this activity, or else I willingly assume, and bear the cost of, all risks, known or unanticipated, that may be created, directly or indirectly, by any such condition.

10. I understand that the staff at Warehouse 11 are not medically trained. They are within their rights to accept my representations as to my health. Where there is any doubt as to my physical condition, I understand that I should seek medical advice prior to participating in the Recreational Activities.

11. I consent to receiving any medical first aid treatment that the staff at Warehouse 11 consider necessary during or after the Recreational Activities.

12. I agree that before I participate in the Recreational Activities and any other activities, I will independently inspect the related facilities and equipment. I will immediately advise the staff at Warehouse 11 of any unsafe condition that I observe. I will not participate in the Recreational Activities until all unsafe conditions observed by me have been remedied.

13. I expressly and voluntarily agree and promise to accept and assume all of the risk existing in the Recreational Activities and all other activities which may involve the risks generally and the particular risks described above.

14. I hereby agree to release, discharge, defend, compensate, make good and indemnify the Licensee from any and all claims, complaints, demands, or causes of action, for any personal injury or death:

arising out of all of the risks generally and the particular risks discussed above; or

for failing to comply with a statutory obligation, and

which are in any way connected with my participation in the Recreational Activities or my use of Warehouse 11 or the Licensee's equipment, land, or facilities, including any such claims, complaints, demands or causes of action which allege negligent acts or omissions of the Licensee or any of their staff.

15. Without limiting my acknowledgment, release or indemnity referred to in this document, I hereby release the Licensee from other liability including without limitation for loss or damage to personal property and indirect or consequential losses, including where it has failed to comply with the statutory guarantees under the Australian Consumer Law (Cth) except to the extent of any liability imposed on the Licensee under the Australian Consumer Law (Cth) which cannot be excluded, restricted or modified.

16. I agree that I am responsible for using the facilities appropriately and participating at a suitable level and in a safe manner.

17. I acknowledge my registration at Warehouse 11 and agreement to this document is not transferable to any other person.

18. I hereby grant permission to the Licensee, their successors and sponsors to use my name, contact information, image and likeness in direct connection with the Recreational Activities for promotional broadcasting or reporting purposes in any and all manner and media, unless restricted by Privacy Legislation. All personal information will be stored, managed and used in accordance with Personal Information Privacy Act NSW.

19. By signing this document, I acknowledge, agree and understand that, to the full extent permitted by law, the liability of the Licensee in relation to the Recreational Activities and any other activities for any harm or injury that may be suffered by me (or a person for whose behalf I am acquiring the services) resulting from the supply of the Recreational Activities and any other activities is excluded.

20. I agree that paragraphs 12-16 and 19 shall operate in favour of the Licensee and each of its employees, assignees, sponsors, agents, officers, committee members, directors and related bodies corporate (the 'Related Parties') including where the loss, injury or damage suffered is caused by the act or omission of any of the Related Parties.

21. I agree that paragraphs 12-16 and 19 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgement which has or may be brought or made against any of the Related Parties.

22. This Deed may be executed in counterparts and all counterparts taken together will constitute one instrument. For the purposes of execution of this Deed, each party agrees to accept executed counterparts sent by facsimile or email. \_\_\_\_\_

## Statement of Understanding

I acknowledge that I have read and understood the matters set out in this document and that either:

I am of lawful age and legally competent to give this acknowledgement and release for myself; or

- I am of lawful age, I am the participants parent or guardian and I am legally competent to give this acknowledgement and release on their behalf.
- I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect, including under relevant legislation, and are not merely a warning or recital. I am advised to seek legal advice for any terms I do not understand.
- I acknowledge that the conditions set out in this document will apply to the present and all subsequent visits that I make to Warehouse 11.

I have signed this document of my own free will and without any representation or inducement by the Licensee its agents or employees, or any other person at Warehouse 11.

Executed as a Contract on **March 2, 2018** . parent/guardian signature \_\_\_\_\_