

**ESCAPE SMASH PLAY BALLARAT PTY LTD**

**LIABILITY WAIVER**

By signing below, you acknowledge and agree to the following:

1. Your participation in an escape room, axe throwing, smash room, or any other activity at Escape Smash & Play Ballarat (**Event**) involves risk to you and your other property, including the risk of serious injury or death.
2. You understand that the Event may be hazardous and that this further enhances the risk of participation. You assume full responsibility for your participation in the Event.
3. You do not have a medical condition which might have the effect of making it more likely that you will be involved in an accident or otherwise sustain a serious injury or die.
4. You are not, and will not participate in the Event at any time while you are, under the influence of alcohol or illicit substances.
5. You hereby release and agree to indemnify, defend and hold harmless Escape Smash Play Ballarat Pty Ltd ACN 660 996 636 and its directors, employees, contractors and volunteers (**Organiser**), from any and all claims or liabilities arising from or in connection with your participation in the Event, including injury to you or a third party (including where that injury causes permanent disability), your death or the death of a third party, or loss of damage to your vehicle, any other vehicle or any property, regardless of whether those claims or liabilities were caused or contributed to by a negligent act or omission of the Organiser or any third party, including other participants.
6. To the maximum extent permitted by law, you agree that the maximum liability of the Organiser to you for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise) arising under or in connection with this waiver:
  - (a) is totally excluded, insofar as it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
  - (b) is limited, insofar as it concerns other liability, to the total prize money offered to participants in the Event.

Nothing in this agreement is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

7. You have been advised by the Organisers to purchase a comprehensive insurance policy in your own name to cover all possible risks of your participation in the Event.
8. This waiver forms a binding contractual agreement between you and Escape Smash Play Ballarat Pty Ltd ACN 660 996 636 and is entered into in consideration for you being permitted to participate in the Event. This waiver is intended to be as broad and inclusive as is permitted by the law of Victoria, Australia and the provisions of this waiver are severable so that if any provision is held to be invalid the remainder shall remain in full force and effect. This waiver is to be interpreted by the laws of the Victoria, Australia.

Name of Client: \_\_\_\_\_

Date of birth : \_\_\_\_\_

Name of Parent or Guardian (if applicable): \_\_\_\_\_

Signed (by Client/Parent or Guardian): \_\_\_\_\_

Date: \_\_\_\_\_