

**Urban Pedreschi Pty Ltd Trading As Urban Jungle Indoor Rock Climbing
(ACN 627 090 957, ABN 22 524 586 984) As Trustee For
The M L Pedreschi Family Trust**

Agreement, Terms, Waiver, Release and Indemnity

Please take the time to read carefully and understand the content before signing. Please seek your own independent legal advice if required.

Participants under the age of 18 must have the waiver filled out and signed by a parent or legal guardian (photo identification maybe required).

1. Awareness of the dangers of Indoor Climbing and assumption of risk

I am aware that indoor climbing by its very nature has an element of danger and unpredictability in its practice and serious and/or permanent injury or death and loss of income could possibly result from my participation in it.

2. Free and Voluntary Participation

I agree to participate in all the facilities and activities provided by Urban Jungle Indoor Rock Climbing including but not limited to indoor climbing, functional fitness, gym, competition activities and any other activities and do so freely and voluntarily and without any inducement and/or coercion by any other person.

I acknowledge, confirm and agree that this agreement, release and waiver applies to all activities provided by Urban Jungle Indoor Rock Climbing. This is including but not limited to indoor climbing, use of the gym facilities, training, any competitions that may be arranged by Urban Jungle Indoor Rock Climbing, training and general participation and/or any competitions that maybe arranged by Urban Jungle Indoor Rock Climbing. I am aware that in a competition I may exert more energy than usual and will inform Urban Jungle Indoor Rock Climbing of any difficulties that I may endure or experience. If the situation was to arise Urban Jungle Indoor Rock Climbing will endeavour to take all the necessary steps to ensure your safety as your safety is our absolute priority.

3. Indemnity

I acknowledge and agree that due to the nature of the activities provided at Urban Jungle Indoor Rock Climbing, it is unreasonable for Urban Jungle Indoor Rock Climbing to be in any way responsible for any injury to me, or even my death, howsoever arising and includes but is not limited to any negligent or tortious acts, omissions, breach of duty, breach of contract on the part of Urban Jungle Indoor Rock Climbing, Urban Pedreschi Pty Ltd, it's directors, officers, bearers, employees, managers, agents, contractors and staff.

I hereby indemnify and hold harmless Urban Jungle Indoor Rock Climbing and all associated entities from all liability, damage, death and loss that may arise out of my attendance and participation of all activities at Urban Jungle Indoor Rock Climbing.

This release, waiver of liability, assumption of risk and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion is held invalid it is agreed that the balance shall notwithstanding continue in full and legal force and effect.

This agreement is binding on not only me but also my next of kin, heirs, executors, administrators and assigns.

I agree that this release and indemnity is a continuous agreement and shall apply to all future participation by me or persons under my care, when participating in the activities at Urban Jungle Indoor Rock Climbing.

4. **My Safety**

I am aware that Urban Jungle Indoor Rock Climbing has safety procedures, practice and rules that must be complied with at all times. I acknowledge and agree to undertake and satisfactorily complete an Urban Jungle Indoor Rock Climbing demonstration of the safety equipment used and follow all instruction of how to participate in the activities provided. I acknowledge that I understand how to use this equipment in the correct manner. I acknowledge that I have completed any assessment required prior to using any of Urban Jungle Indoor Rock Climbing facilities.

I understand and agree to do the demonstration until such time as Urban Jungle Indoor Rock Climbing is satisfied with my competence and ability to participate in its activities.

I shall respect the decision of Urban Jungle Indoor Rock Climbing and shall not under any circumstances misuse the equipment or perform dangerous acts in the centre.

Failure to comply with the rules and guidelines of Urban Jungle Indoor Rock Climbing may result in me being asked to leave the premises and Urban Jungle Indoor Rock Climbing reserves its rights of entry into the premises.

I agree to abide by and follow all safety procedure, practices and rules applicable and will follow all instructions given to ensure my safety as Urban Jungle Indoor Rock Climbing has my safety as its paramount objective.

5. **Photos and Videos**

I give permission for Urban Jungle Indoor Rock Climbing to use any photos and videos that may be taken of myself during my time at Urban Jungle Indoor Rock Climbing. I acknowledge that these photos can be used on social media, in promotional materials or any other way in which Urban Jungle Indoor Rock Climbing require. Initial _____

6. **Equipment**

I understand that all equipment whether it be my own equipment, or equipment I may rent from Urban Jungle Indoor Rock Climbing is used at my own risk and/or provided without any warranty about its condition and hereby indemnify Urban Jungle Indoor Rock Climbing and hold Urban Jungle Indoor Rock Climbing indemnified against all liability arising from equipment used or supplied by Urban Jungle Indoor Rock Climbing.

This section must be completed for minors under the age of 18 years

1. In consideration of the participant being permitted by Urban Jungle Indoor Rock Climbing to participate in the activities;
 - a. I, parent/guardian [print full names & date of birth] _____ as the parent/guardian with legal responsibility for this participant/minor agree and undertake to indemnify Urban Jungle Indoor Rock Climbing in the terms, conditions and circumstances as above.

- b. I agree that all representations, agreements, release and indemnities referred to above shall be given by me in favour of Urban Jungle Indoor Rock Climbing to the full extent permitted by law and to the same extent as if I personally were to participate in the facilities at Urban Jungle Indoor Rock Climbing.

Signed on the _____ day _____ 20____

Signature

Signature of parent or guardian if under 18

Given Name: _____

Last Name: _____

Address: _____

Email: _____

Date of birth: _____

Sex M or F: _____

Mobile No.: _____