



Great Ocean Road Adventure Park (GORAP¹) Terms and Conditions

IMPORTANT NOTICE PLEASE READ¹

- Exclusion of liability
- Waiver of right to sue
- Your assumption of risk

These conditions affect your legal rights!

GORAP holds the Right² to deliver Recreational Activities,³ as the supplier of Recreational Services, sells all tickets and supplies all recreational services and facilities to you (the Customer) including, but not limited to trampolining, lessons, equipment rental, the condition, layout, construction, design, maintenance and use of trampolines and surrounds and any other associated sporting activities or similar leisure time pursuits, mazes, tube slides, rock climbing, ziplines/flying foxes (Recreational Activities) in the GORAP facility at 660 Great Ocean Road Bellbrae subject to the following conditions:

(1) By using any of the facilities at GORAP the Customer is deemed to agree to these conditions.

(2) GORAP, its employees, directors and agents are not liable to the customer, his/her dependants or legal representatives for personal injury or death suffered by the Customer because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of negligence, breach of contract, statute or statutory duty by GORAP.

(3) The customer acknowledges that the Recreational Activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the customer assumes and accepts all such risks and hereby waives the right to sue GORAP for any personal injury or death in any way whatsoever caused by or arising from the customer's participation in such activities.

(4) WARNING: If you participate in these Recreational Activities your rights to sue the supplier under the *Australian Consumer Law & Fair Trading Act 2012* if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out at paragraphs 2 and 3 of this sign.

¹ If after reading these GORAP "Terms and Conditions" you have any further questions or misunderstanding of the risks and loss involved in using our Recreational Activities please email our office at info@ruralconstruction.com

² Rights means the rights for Use and Development of the land for Leisure and Recreation as described in the Planning Permit and related documents lodged and issued by the Surf Coast Council under permit number 14/0339 set out in letter dated 26 July 2016 pursuant to the VCAT Order for a period of 2 years only and a sublease granted by the real property owner for the same period.

³ within the meaning of s 22 of the Australian Consumer Law and Fair Trading Act 2012 ACLFTA



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NOTE: The change to your rights, as set out in this sign, does not apply if your death or injury is due to gross negligence on the GORAP's (supplier's) part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law & Fair Trading Regulations 2012* and section 23(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012*.

(5) The Customer agrees to pay the cost of and authorises GORAP to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

(6) Children must be at least 12 years of age to use the facilities at GORAP, unless supervised by a responsible adult. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.

(7) All tickets remain the property of GORAP and cannot be transferred or resold. They are valid only for the date shown and are void if tampered with.

(8) The customer must comply with all signs or other directions of GORAP and it may suspend or cancel the customer's access to the recreational activities at the GORAP in its absolute discretion for non-compliance with these Conditions, or for reckless or careless conduct.

(9) Despite any other provision of these conditions to the contrary, to the extent permitted by law in no event will GORAP or its employees, directors and agents be liable in respect of any claim for any loss of profits or anticipated profits, loss of use of capital or revenue, or for any punitive, exemplary, special, incidental or consequential loss or damage or the like.

(10) This agreement:

(a) is governed by the laws of the State of Victoria, the Courts of which shall have exclusive jurisdiction, and

(b) (b) if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

(11) **For the avoidance of doubt** the Customer acknowledges that the recreational activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the customer assumes and accepts all such risks.