

Olon Terms, Conditions of Sale and Waiver Agreement

This is an IMPORTANT NOTICE. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ENTERING OUR PREMISES.

IF YOU:

1. *ARE UNDER 18. A PARENT OR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT ON YOUR BEHALF:*
2. *SIGN YOUR NAME ON THE FOLLOWING PAGE AND PAY TO ENTER, YOU WILL HAVE AGREED TO BE BOUND BY THESE CONDITIONS: AND*
3. *ARE SIGNING THIS AGREEMENT ON BEHALF OF ANOTHER PERSON. YOU AGREE THAT YOU ARE DOING SO AS THAT PERSON'S AGENT.*

PLEASE READ EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS!

The following conditions of sale (Conditions) will apply and bind the purchaser of any goods or services supplied by Olon. The Conditions are also displayed throughout our premises, are emailed to you when you make a booking and are available on our website www.olon.com.au

Olon sells all tickets and is the supplier of recreational services and facilities, including but not limited to indoor sports, virtual reality interactive activities, equipment rental, the conditions, layout, construction, design, maintenance and use of equipment, the presence of people, or objects on equipment, the surrounding areas and any other sporting or leisure time pursuits (Recreational Activities) of the Olon facility. Using the Olon facility is undertaken in accordance with the terms and conditions provided in this document.

BY PURCHASING A TICKET FOR OR BY USING ANY OF THE FACILITIES AT THE OLON VENUE, YOU THE CUSTOMER, UNDERSTAND, AGREES AND ACKNOWLEDGES TO BE BOUND BY THESE CONDITIONS:

*You agree to have understood and be bound by these conditions and that these conditions are deemed to have been signed by you for the purpose of the exclusion of liability under section 42 of the Fair Trading Act 1987 (SA) (Fair Trading Act)**

1. Olon, its employees, directors and agents are not liable to you, your dependents or legal representatives for personal injury or death suffered by you because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose, or because of the negligence, breach of contract, statute or statutory duty by Olon.
2. You acknowledge that the recreational activities are dangerous with inherent risks and hazards and as a consequence personal injury and sometimes death can occur and you assume and accept all such risks and hereby waive the right to sue Olon for any personal injury or death in any way whatsoever caused by or arising from your participation in such activities.
3. You agree to pay the cost of and authorise Olon to take all steps it considers reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

4. Children must be at least 4 years of age to use the facilities at Olon, and when less than 10 years of age, be 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.
5. You, Your children and children You are responsible for must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, customers with pre-existing health issues or wearing casts are not permitted on the indoor sports courts. If in doubt, please seek medical advice.
6. While in the Olon venue You consent to images and video being taken for security or promotional purposes of Yourself, Your children or of children for whom You are responsible. You also agree to protect and hold safe any of Your personal belongings. We are not in any way responsible for any articles that may have been lost or stolen on our premises.
7. Our safety policy, rules and guidelines are available on our website and displayed at our venue. You agree to adhere to these rules and acknowledge that there is significant risk in non-compliance with the rules. Strict adherence to the rules by You is necessary by us as a term of entry to our venue.
8. All tickets remain the property of Olon and cannot be transferred or resold (unless provided for us). They are valid only for the date and time booked and are void if tampered with.
9. You must comply with all signs or other directions of Olon and we may suspend or cancel your access to recreational activities at the Olon venue in our absolute discretion for non-compliance with these conditions, or for reckless or careless conduct and any other behaviour deemed unsuitable by us.
10. If You purchase a ticket for the use of indoor sports, events, virtual reality activities or any other facilities at the Olon venue on behalf of another person, you agree that You make that purchase as the authorised agent of that person so that he/she will be bound by these conditions.
11. You acknowledge that external food and drink cannot be consumed on our premises and smoking. The consumption of alcohol (unless supplied by us) or the use of unlawful drugs, or stimulants is strictly forbidden at our premises. Your participation in the recreational activities, or use of our equipment will not be allowed, if You have either undertaken these activities at our premises, or are under the influence of alcohol, or unlawful drugs or stimulants.
12. Party or event bookings can be made in person, online and by phone and require a 50% deposit to secure your booking. Full payment must be made prior to the event or party. Deposits and full payments made in advance are non-refundable. If You cancel your party more than 7 days out, you will have the choice to re-book another date (within 6 months) or use the amount of Your payment in store credit with us. If You cancel within 7 days of your party, Your deposit and payment will not be refunded.
13. These conditions are governed by the laws of the State of South Australia, the Courts of which shall have exclusive jurisdiction. If any part or provision of these conditions is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

14. Fair Trading Regulations 2010 Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)* Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

15. Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury

16. Important. You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if You do not agree to exclude, restrict or modify Your rights by signing this form. Even if You sign this form, You may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

17. Agreement to exclude, restrict or modify your rights: I agree that the liability of Olon for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Signature:	
Date	
Full Name	
Date of Birth	
Address	

****Further information about Your rights can be found at www.business.gov.au***