ESCAPE SMASH PLAY GEELONG – PARTICIPANT WAIVER & RELEASE OF LIABILITY

WARNING: IF YOU PARTICIPATE IN THESE ACTIVITIES YOUR RIGHTS TO SUE THE SUPPLIER UNDER THE AUSTRALIAN CONSUMER LAW AND 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 IN OR ON THIS FORM.

NOTE: The change to your rights, as set out in or on this form, does not apply if your death or injury is due to gross negligence on the 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 and Fair Trading Regulations 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

1. Understanding the Risks

Our activities are designed to be thrilling, but they are dangerous recreational activities with obvious risks. By participating, you accept that you could suffer serious injury, or even death. You are choosing to participate entirely at your own risk and you accept the risks involved and are responsible for your own actions and/or involvement. The specific hazards include:

Axe Throwing: Handling sharp blades, axes bouncing off targets or cages, flying wood splinters, and dropping heavy items.

Smash Rooms: Flying glass, metal, and hard plastics, blunt force injuries from bats and sledgehammers, cuts, breathing in dust, and severe physical strain.

Escape Rooms: Moving through tight spaces, low or flashing lights, tripping hazards, jump scares, and psychological stress.

2. Agreeing Not to Sue (Release and Indemnity)

To the maximum extent allowed by law, you agree that you cannot sue Madelane Co. Pty Ltd (trading as Escape Smash Play Geelong), our directors, staff, or volunteers for any claims arising from the inherent risks of your participation in the Activities, or for injuries caused by other participants. In accordance with our policy requirements, this release and indemnity does not extend to, and nothing in this waiver excludes, restricts or modifies, any liability arising from the negligence, gross negligence, or reckless conduct of Escape Smash Play Geelong.

3. Your Responsibilities: Safety and Sobriety

Zero Tolerance for Alcohol and Drugs: You must be completely sober to handle axes and smash items. You cannot participate if you are under the influence of alcohol, drugs, or impairing medications.

Safety Gear: You must wear all safety gear (PPE) we provide for the Smash Rooms, and you must wear enclosed shoes at all times in the venue.

Follow Instructions: You must listen to our staff and follow the safety briefing. We reserve the right to immediately cancel your session and ask you to leave without a refund if you act aggressively, behave unsafely, or ignore our instructions.

Physical Fitness & Briefing Acknowledgement: To the best of your knowledge, you confirm that you are physically and emotionally able to participate in these activities and know of no reason why you should not. You are under no obligation to participate in or complete any activity if you have concerns about your ability to do so, and you may stop at any time. You agree to attend the safety briefing prior to participating; if anything in the briefing is unclear, you agree to raise your concerns immediately with the team member conducting the briefing before commencing.

4. Photos, Video, and CCTV

We use CCTV throughout the venue for your safety and ours. We may also take photos or videos of you participating. By signing, you give us free, ongoing permission to use these images for our security, marketing,

and social media.

5. Signing for a Minor (Under 18)

If you are signing for a person under 18, you confirm you are a parent or guardian having full legal responsibility for decisions regarding that minor. You consent to them participating in these high-risk activities and you agree to be bound by all the rules above. You also agree to personally indemnify us (take full financial responsibility) for them. This means if the minor gets hurt and a legal claim is made against us, you will personally pay for our legal defense costs and any compensation awarded.

6. Group Bookings

If you are booking on behalf of multiple participants or minors, you acknowledge it is your responsibility to convey all safety information, risk warnings, and waiver terms to all participants (or their parent/guardian) prior to arrival. Risk Management Plans are available upon request prior to payment.

7. The Fine Print

This agreement is governed by the laws of Victoria, Australia. If a court decides that any single part of this document is invalid, the rest of the agreement will still apply and remain in full force.

FAILURE TO READ, ACKNOWLEDGE AND SIGN THIS WAIVER WILL PREVENT PARTICIPATION IN ANY ACTIVITIES PROVIDED.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY SIGNED THIS WAIVER.

Participant Name: _____

Signature: _____ Date: _____

(If participant is under 18)

Parent/Guardian Name: _____

Signature: _____ Date: _____