

THE BALLER FACTORY PTY LTD - WAIVER AND RELEASE OF LIABILITY



I, the participant / parent / legal guardian of the participant engaging in The Baller Factory Birthday Experience agree and understand that:

- 1) Participating in basketball activities involves some risk of injury. Risk includes, but is not limited to falls, collisions with participants or stationary objects, landing wrong, landing on other participants, over-exertion, attempting actions that are beyond a participant's capacity, and unexpected failure of equipment. Other inherent risks include careless behaviour of the participant or supervisory or judgment error by staff (e.g. staff misjudging the capacity of the participant to perform a task). These risks may result in injury, disability or death.
- 2) Minimal or serious injuries can occur in any physical activity. While it is impossible to eliminate all risk and possibility of injury, The Baller Factory has designed the facility with safety as a prime concern, has installed supportive flooring and padding of many stationary objects and has trained staff on duty.
- 3) My participation (or that of my minor child) is voluntary and that I (and my child) knowingly assume all inherent risks.
- 4) I am responsible for informing The Baller Factory of any pre-existing medical conditions or injuries that may affect my or my child's ability to participate in some or all activities.
- 5) I understand that if during the activities I or my child develops any medical condition or sustains an injury, they will immediately inform The Baller Factory.
- 6) The Baller Factory is not liable to you for any personal property that is damaged, lost, or stolen while on or around the facility including, but not limited to, a vehicle or its contents or any property left in the premises.
- 7) The Baller Factory may use images or likeness of your or your child taken during any Baller Experience activities for future marketing, promotions or news stories for The Baller Factory.
- 8) The Baller Factory will seek the cost of repair or replacement for any damage to our equipment or the facility that is cause by you or anyone included in your party.
- 9) In consideration of permission to use The Baller Factory facilities and services, today and on all future dates, I, the participant / parent or legal guardian, on behalf of myself, my child, my spouse, my heirs, my parents or guardians, personal representatives, and assigns (Releasing Parties) do hereby release, waive, indemnify, discharge, and covenant not to sue The Baller Factory Pty Ltd, its owners, directors, officers, sponsors, affiliates, employees, volunteers, independent contractors, equipment providers, agents, and facility owners (Protected Parties) from liability from any and all claims of any kind whatsoever for any personal injury or wrongful death, whether caused by negligence or otherwise to the extent permitted by law.
- 10) I authorise any representative of The Baller Factory Pty Ltd to consent to and/or authorise any medical attention, treatment, surgery or administration of drugs by qualified and licensed medical professional for myself or my child, should it be necessary.

PARTICIPANT'S NAME (PRINT):

Participant's/Guardian's Signature:

Contact details for emergency:

Witness Name (print):

Witness Signature:

Date: