



# TERMS AND CONDITIONS OF HIRE

PLEASE CAREFULLY READ THIS DOCUMENT AS IT AFFECTS YOUR LEGAL RIGHTS. YOU MUST ENSURE THAT YOU UNDERSTAND AND CAN COMPLY WITH ALL OF THE TERMS AND CONDITIONS OUTLINED, AS THIS FORMS THE BASIS UPON WHICH XTREME BOUNCE PARTY HIRE/ PERTH SUMO SUIT HIRE HAVE AGREED TO SUPPLY RECREATIONAL SERVICES HIRE EQUIPMENT TO YOU

The following Terms and Conditions must be accepted by the "Hirer" prior to "Xtreme Bounce Party Hire/Perth Sumo Suit Hire" making the goods or services available to the "Hirer"

## 1 Definitions and interpretation

"goods" means all goods, equipment, consumables, accessories and packing containers of whatever nature supplied by Xtreme Bounce Party Hire/Perth Sumo Suit Hire to the Hirer and "hire of goods" includes any services provided by Xtreme Bounce Party Hire/Perth Sumo Suit Hire in delivery, unpacking, installing and collecting the goods;

"GST" means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* or any amending legislation.

"Xtreme Bounce Party Hire" means Nicole La Motte ABN: 85 028 156 622 T/As Xtreme Bounce Party Hire. "Perth Sumo Suit Hire" means Dylan Sutherland T/As Perth Sumo Suit Hire ABN: 794 028 735 73.

"Hire Period" means, the booking period specified as your confirmed booking hire period within your booking confirmation email from Xtreme Bounce Party Hire/Perth Sumo Suit Hire. Please note that our safety installers require access 1 hour prior to the Hire Period in order to safety risk assess, install and inspect the inflatable amusement and or amusement devices, and provide a comprehensive safety briefing training you in safe operation of the equipment.

"Hirer" means the person, firm or company (jointly and severally if more than one) who has entered into and or on whose behalf the contract was entered into, with Xtreme Bounce Party Hire/Perth Sumo Suit Hire to supply the recreational hire goods.

"The Owner" means Xtreme Bounce Party Hire/Perth Sumo Suit Hire, its employees and agents.

"Site" means the geographical location at which the hired goods are used, specified by the Hirer in their online booking request.

"Terms" means these Terms and Conditions of Hire, the annexed Safe Operation Rules and Safety information and annexed Liability Warning Disclaimer and Waiver form provided herein.

## 2 Basis of Contract

2.1 Unless otherwise agreed in writing by Xtreme Bounce Party Hire/Perth Sumo Suit Hire and the Hirer, these terms and conditions shall be the only terms and conditions on which Xtreme Bounce Party Hire/Perth Sumo Suit Hire will provide the goods and or services to the Hirer

2.2 These Terms, which include the annexed safe operation rules and risk warning and waiver form, are deemed to be accepted by the Hirer in accordance with the *Electronic Transactions Act 1999* (Cth), when electronic declaration of acceptance has been provided by the Hirer checking the

confirmation tick box at the time of lodging a booking enquiry request.

2.3 The Terms apply exclusively to every contract for the hire of goods and supply of services by the Hirer from Xtreme Bounce Party Hire/Perth Sumo Suit Hire and cannot be varied or supplanted by any other terms without the prior written consent of Xtreme Bounce Party Hire/Perth Sumo Suit Hire. Any such variation permitted must be in writing.

2.4 If an order placed by the Customer is accepted by Xtreme Bounce Party Hire/Perth Sumo Suit Hire, Xtreme Bounce Party Hire/Perth Sumo Suit Hire agrees to hire the goods to the Hirer for the Hire Period, on the basis of the information specified by the Hirer in their online booking request, for use at the nominated Site, and subject to these Terms.

2.6 Goods hired shall at all times remain the property of the Owner

## 3 Hire Charges and Variation

3.1 Unless otherwise specified, any quotation assumes:

- delivery, installation, removal and return of goods being provided during ordinary working hours.
- delivery being made to level ground which does not contain excessive obstructions or access difficulties.
- grounds or floors which possess the requisite space to erect the inflatable as specified on Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's website and confirmed by the Hirer when lodging a booking request
- the Customer meeting their obligation to return the goods in good order and clean condition, as delivered.

3.2 Any variation to the assumptions in clause 3.1 may incur further charges payable by the Hirer for additional equipment used, time spent or overtime rates by Xtreme Bounce Party Hire/Perth Sumo Suit Hire.

3.3 Prices for the hire of goods and services include GST.

## 4 Invoicing, Payment and Bonds

4.1 Payment for hire of goods and services must be made by:

- a \$50 deposit to be made within 48 hours of the Hirer receiving Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's booking confirmation email; and balance on delivery, or
- if order placed less than 7 days from delivery, then payment in full is required to confirm the booking.
- for approved corporate account customers payment in full is due within 30 days of invoice or earlier as determined by Xtreme Bounce Party Hire/Perth Sumo Suit Hire.

4.2 Payment must be made by Cash, EFT, Credit card or EFTPOS. As payments made via EFT may take up to three business days to reach Xtreme Bounce Party Hire/Perth Sumo Suit Hire customers remitting their deposit via EFT must email a copy of the EFT receipt in reply to the booking confirmation email to ensure



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acceptance of the deposit in securitisation of the booking within the required 48 hour timeframe.

4.3 A Security Bond may be required to safeguard against the risk of loss or damage to the hire goods. Should a security bond be required the Hirer agrees to provide Xtreme Bounce Party Hire/Perth Sumo Suit Hire with a valid current credit card or debit card where requested and expressly authorises Xtreme Bounce Party Hire/Perth Sumo Suit Hire to place a pre-authorisation for the bond sum. The Hirer further expressly authorises Xtreme Bounce Party Hire/Perth Sumo Suit Hire to debit the Hirer's nominated debit or credit card for any loss or damage to the equipment, extended booking fee or cleaning fee in accordance with the terms of this agreement. Cash Security Bonds may alternatively be accepted subject to Xtreme Bounce Party Hire/Perth Sumo Suit Hire's approval.

4.4 The Hirer agrees to pay any expenses incurred or loss suffered by the Owner as a result of breach by the Hirer of its obligations pursuant to these Terms (including legal and debt recovery costs).

### 5 Cancellations and Variation

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5.1 If through circumstances beyond the control of Xtreme Bounce Party Hire/Perth Sumo Suite Hire, Xtreme Bounce Party Hire/Perth Sumo Suit Hire is unable to provide goods, then Xtreme Bounce Party Hire/Perth Sumo Suit Hire may:

- (a) make changes to the goods provided that the end performance is not materially prejudiced; or
- (b) cancel any order (even if it has already been accepted) by notice in writing and without penalty.

In the event that this occurs the Hirer's security deposit will be refunded, less a \$20 administration charge for reasonable expenses incurred in placing and securitising your booking.

5.2 The Hirer may cancel an order but will forfeit all booking deposits and in addition is subject to and agrees to the below specified contractual cancellation conditions, estimating the reasonable loss incurred by Xtreme Bounce Party Hire/Perth Sumo Suit Hire in booking amendments or cancellations.

5.3 By reserving and booking an item for hire, the Hirer is removing the ability of this item to be hired to another individual. Accordingly, Xtreme Bounce Party Hire/Perth Sumo Suit Hire forfeit all potential income derived from the hire of that item to another individual. This similarly applies where you book equipment for use in an outdoor venue, where weather conditions may impact the ability of this item to perform, where another more suitable indoor venue may have resulted in a successful hire.

5.4 For these reasons, please carefully read and understand the below cancellation terms, as by agreeing to these terms and conditions you are agreeing to these terms;

For bookings cancelled less than seven days prior to the event, the balance of the invoiced fee is due in full. (This is as there is almost no opportunity or prospect to re-hire the device within this 7-day period). You understand that if this balance

has not been remitted this contract renders you liable to pay this remaining balance immediately.

For orders cancelled more than 7 days prior to the delivery a charge of 50% of the hire fee will be payable.

### 6 Delivery and Collection

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6.1 Goods will be delivered in a clean, but not necessarily sterile, state. The Hirer is responsible to ensure any goods from which food or drinks are to be served are fit for use and or that any relevant permits applicable if operating in a public place, are obtained.

6.2 The Hirer must allow Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's employees, servants, agents and insurers access to the goods at all reasonable times to deliver, install, remove, inspect, test, adjust, maintain, repair or replace them. The Hirer is responsible for providing safe and proper access to and at the Site. The Hirer is liable for all injury, loss or damage suffered by Xtreme Bounce Party Hire/Perth Sumo Suit Hire, its employees or agents while at the Site.

6.3 The Hirer must make the goods available for collection by Xtreme Bounce Party Hire/Perth Sumo Suit Hire at the end of the Hire Period. For inflatables, do not dismantle or in any way attempt to move an inflatable as our trained installers will dismantle these. The Hirer must ensure however, that they wipe over the inflatable carefully with a towel to ensure it is clean and dry. For all other hire items, the Hirer will ensure they are empty, clean, dry and packed into their respective containers and crates in a complete state. Additional charges will apply where the goods are not returned in this condition.

### 7 Responsibility of Hirer

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7.1 The Hirer bears all risk in the goods for the Hire Period, including the Hirer's ability or competence to use the equipment hired.

7.2 During the Hire Period, the Hirer is responsible for:

- (a) safekeeping of the goods during the Hire Period.
- (b) using of the goods in strict conformity with the goods' instructions or specifications.
- (c) not using pigmented streamers or decorations within or near any marquee hired.
- (d) ensuring that the goods are not moved from the Site, unless in an emergency and Xtreme Bounce Party Hire/Perth Sumo Suit Hire is advised immediately afterwards.
- (e) complying with all relevant laws, by-laws and regulations applicable to the installation, use and operation of the goods.
- (f) protecting the goods against soilage, damage, fire, tempest, flood, theft, distress or seizure.
- (g) using only fuel, power and consumables specified by Xtreme Bounce Party Hire/Perth Sumo Suit Hire; and



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(h) ensuring that the goods are not operated for any purpose beyond their rated capacity or in a manner likely to result in undue wear; and  
(i) in the event equipment breaks down or becomes unsafe, ensuring appropriate steps are taken to prevent injuries to persons and to prevent the equipment sustaining further damage.

### **8 Safe Operation Rules and Safety Compliance**

8.1 The Hirer is electing to self-supervise the operation and use of the inflatable, and warrants that they will strictly adhere to all safety training, information sheets and instruction provided to them by Xtreme Bounce Party Hire/Perth Sumo Suit Hire in relation to the hire goods.

8.2 The Hirer warrants that they have read, understood and agree to be bound by the Risk Warning and Liability Form provided with these terms and conditions. The Hirer further acknowledges that this Form is a part of their contract with Xtreme Bounce Party Hire/Perth Sumo Suit Hire for the supply of recreational services.

8.3 The Hirer must supply Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's installer with their original signed and witnessed Risk Warning and Liability Waiver form on the day of hire. This must be provided before your installer can proceed. Any failure to provide the form will result in the booking being unable to proceed and the full hire fee being charged.

8.4 The Hirer understands that there are a number of risks, including but not limited to the risk of injury and death, from the use and operation of recreational services hire goods such as inflatable and other amusements and understands that they use the device wholly at their own risk. The hirer further understands that Xtreme Bounce Party Hire/Perth Sumo Suit Hire have no liability in relation to any people who you may invite to use the device during your hire period.

### **9 Insurance and Indemnity**

9.1 The Hirer understands and undertakes to indemnify Xtreme Bounce Party Hire/Perth Sumo Suit Hire for all loss or damage caused to the goods, subject only to the exclusion of defects arising out of the proper and ordinary use as specified in clause 10 of these terms.

9.2 The Hirer will maintain at its own expense all appropriate policies of insurance:

- (a) for loss of or theft of the equipment hired in an amount not less than the replacement cost
- (b) for loss of business or perishable goods as a result of damage to or breakdown of equipment hired
- (c) for liability, property and casualty insurance coverage in amounts necessary to protect the Owner and its staff and agents and its equipment against all claims or loss whatsoever.

And understands that failure to do so may personally expose them to un-insured liability to indemnify any loss or damage to the goods.

### **10 Breakdown or Defect**

10.1 The Hirer must inspect all goods on receipt and notify Xtreme Bounce Party Hire/Perth Sumo Suit Hire of any loss of or damage to the goods immediately should the same occur.

10.2 Breakdowns or defects in the goods resulting from:

- (a) proper and ordinary use; or
- (b) the development of an inherent fault or a fault not ascertainable prior to start of the Hire Period; may, at Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's option, either be repaired or the goods replaced at Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's expense.

10.3 If repair is impracticable and if replacement goods are not available, the proportional charge for broken or defective goods will be credited to the Hirer and Xtreme Bounce Party Hire/Perth Sumo Suit Hire will not have any other liability whatever to the Hirer.

10.4 No relief from hire charges nor any claims will be allowed by Xtreme Bounce Party Hire/Perth Sumo Suit Hire:

- (a) for stoppages or damages due to causes out of Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's control including, without limitation, breakdowns, bad weather or site conditions; or
  - (b) the Hirer not informing Xtreme Bounce Party Hire/Perth Sumo Suit Hire of the defect or breakdown immediately it occurs.
- 10.5 The Hirer must not try to effect any repairs on the goods without the prior approval of Xtreme Bounce Party Hire/Perth Sumo Suit Hire.

### **11 Default and Termination**

11.1 If the Hirer:

- (a) breaches any term of the Terms.
- (b) is an individual and becomes bankrupt or enters into any scheme of arrangement or composition for the benefit of his or her creditors.
- (c) is a corporation and becomes insolvent or enters into any scheme of arrangement, any assignment or composition with or for the benefit of its creditors, has as a liquidator, administrator, receiver or manager appointed, or any action is taken for winding up or dissolution; then

Xtreme Bounce Party Hire/Perth Sumo Suit Hire may, without prejudice to any other remedy available to it:

- (a) require immediate payment of all money which would become payable by the Hirer to Xtreme Bounce Party Hire/Perth Sumo Suit Hire at a later date on any account, without further notice.
- (b) charge the Customer interest on any sum at a rate of 9% per annum from the due date until the date of payment in full.
- (c) charge the Hirer for, and the Hirer must indemnify Xtreme Bounce Party Hire/Perth Sumo Suit Hire from, all costs and expenses (including without



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limitation all legal costs and expenses) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover the goods.

(d) charge the Hirer for the cost of repairing or replacing any lost, damaged or destroyed goods.

(e) charge the Hirer for subsequent lost hire charges as a result of the goods being lost, damaged or destroyed until the goods are repaired or replaced.

(f) claim damages from Hirer for breach of the Hire Contract; and/ or

(g) cease or suspend for such period as Xtreme Bounce Party Hire/ Perth Sumo Suit Hire thinks fit, supply of any further goods to the Hirer.

11.2 On termination, the Hirer must immediately make the goods available for collection. If the Hirer does not, Xtreme Bounce Party Hire/Perth Sumo Suit Hire is entitled to enter any land and or premises of the Hirer where the goods are suspected to be to repossess the goods. Xtreme Bounce Party Hire/Perth Sumo Suit Hire will not be liable for any damage caused and the Hirer must indemnify Xtreme Bounce Party Hire/Perth Sumo Suit Hire from any liability to it or any third party in respect of any damage, demands, proceedings, costs and expenses howsoever arising.

### **12 Limitations and Exclusions**

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12.1 Except as specifically set out in the Terms, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, is hereby expressly excluded.

12.2 Replacement or repair of any goods deemed to have experienced a defect as specified in clause 10 of these terms is the absolute limit of Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's liability howsoever arising under the Terms or from the use of or any other dealings with the goods by the Hirer or any third party.

12.3 Xtreme Bounce Party Hire/Perth Sumo Suit Hire will not be liable for any loss or damage suffered by the Hirer where Xtreme Bounce Party Hire/Perth Sumo Suit Hire has failed to meet any delivery date or varies, cancels or suspends the supply of the goods, subject to refund of the Hirer's \$50 booking deposit minus a reasonable administration charge of \$20 in accordance with clause 5.1 of these Terms.

12.4 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation which cannot be excluded, restricted or modified.

### **13 Jurisdiction and Severability**

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13.1 The law of Western Australia, and where applicable, concurrent operation of Commonwealth legislation regarding Consumer contracts, govern these Terms. The parties agree to the exclusive jurisdiction of the courts of Western Australia, Federal Court of Australia, and of courts entitled to hear appeals from those courts.

13.2 Failure by Xtreme Bounce Party Hire/Perth Sumo Suit Hire to enforce any of these Terms shall not be construed as a waiver of any of Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's rights. Wherein any term is unenforceable it shall be read down with an implied construction intending for the provision to be enforceable. If it cannot be so read down, the term shall be severable from these Terms in isolation, without affecting the enforceability of the remaining terms.

### **14 Release and Indemnity**

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#### 14. Release and Indemnity

14.1 The Hirer hereby releases the Owner from, and agrees to indemnify the Owner in respect of any third party claims, actions, suits, demands, costs and expenses for damage or injury to person or property arising directly or indirectly out of the hire or use of the Equipment by the Hirer in accordance with the express Risk Warning and Waiver form provided to and executed by the Hirer in the presence of an Adult witness at the time of booking.



## RISK WARNING AND LIABILITY WAIVER

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**IMPORTANT:** BEFORE PROCEEDING WITH YOUR ONLINE BOOKING YOU WILL BE EXPRESLY ASKED TO CONFIRM THAT:

1. YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE BELOW IMPORTANT RISK WARNINGS AND WAIVER, AND
2. YOU HAVE PRINTED AND SIGNED THIS FORM, IN THE PRESENCE OF A WITNESS WHO IS OVER THE AGE OF 18.

PLEASE RETAIN A COPY OF YOUR ORIGINAL SIGNED FORM IN A SAFE PLACE, AS THIS MUST BE PROVIDED TO XTREME BOUNCE PARTY HIRE'S/PERTH SUMO SUIT HIRE'S INSTALLER ON THE DAY OF HIRE. THIS RISK WARNING AND WAIVER FORM IS A FUNDAMENTAL PART OF YOUR CONTRACT WITH XTREME BOUNCE PARTY HIRE/PERTH SUMO SUIT HIRE.

THERE ARE SPECIFIC IMPORTANT LAWS WHICH APPLY TO THE SUPPLY OF RECREATIONAL SERVICES IN WESTERN AUSTRALIA. THESE LAWS MAY HAVE THE AFFECT OF RESTRICTING, EXCLUDING OR MODIFYING YOUR LEGAL RIGHTS. IT IS IMPORTANT THAT YOU CAREFULLY READ, UNDERSTAND AND AGREE TO THE BELOW EXCLUSIONS AND RESTRICTIONS, AS IT IS ONLY ON THE BASIS THAT YOU ARE WILLING TO ACKNOWLEDGE AND ACCEPT THESE THAT XTREME BOUNCE PARTY HIRE/PERTH SUMO SUIT HIRE ARE HAPPY AND WILLING TO SUPPLY RECREATIONAL SERVICES HIRE DEVICES TO YOU. IF YOU DO NOT SIGN THIS FORM, AS OUTLINED IN THE RELEVANT LEGISLATION BELOW, XTREME BOUNCE PARTY HIRE/PERTH SUMO SUIT HIRE ARE PERMITTED NOT TO SUPPLY RECREATIONAL SEREVICES TO YOU, AND WILL NOT BE ABLE TO SUPPLY SERVICES TO YOU.

### RISK WARNING AND WAIVER

In accordance with S 139A of the Competition and Consumer Act 2010 (Cth) "recreational services" are services that consist of participation in a sporting activity or a similar leisure time pursuit; or any other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of recreation, enjoyment or leisure. There are several important laws relating to the supply of recreational services. It is important that you read and understand the affect of these laws as you are entering into a contract of hire for the provision of recreational services equipment with Xtreme Bounce Party Hire/Perth Sumo Suit Hire.

There are certain laws governing civil liability and also special exceptions allowing suppliers of recreational services to exclude liability for personal injury or death. These exist, inter alia, because it is widely recognised that engaging in physical, leisure or sporting activities, which includes the use of Xtreme Bounce Party Hire's/Perth Sumo Suit Hire's Amusement hire devices, involves a significant degree of risk.

Under Division 4, sections 5E-5J and Division 6 sections 5M-5P of the *Civil Liability Act 2002* (WA), entitled "Recreational activities" and "Assumption of Risk" you should carefully note the following;

- A person is not liable in negligence for harm suffered by another person as a result of the materialisation of an inherent risk or obvious risks of a dangerous recreational activity.
- There is no proactive duty to warn of 'obvious risks', being risks which an ordinary person in your position would reasonably be aware are risks of engaging in the activity,
- Obvious risks include risks of the activity, despite the fact that they may have a low probability of occurring, and
- Injured persons will be presumed to have been aware of obvious risks

In addition, section 5J specifically permits recreational services to exclude contractual liability for dangerous recreational activities as follows;

- Despite any written law or other law of the State, a term of a contract for the supply of recreational services may exclude, restrict or modify any liability that results from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.



## RISK WARNING AND LIABILITY WAIVER

- A term of a contract for the supply of recreational services that is to the effect that a person to whom recreational services are supplied under the contract engages in any recreational activity concerned at his or her own risk operates to exclude any liability to which this Division applies that results from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

Notwithstanding that there is no proactive duty to warn of obvious risks, Xtreme Bounce Party Hire/Perth Sumo Suit Hire are committed to safety and want to expressly take the time to bring your attention to the fact that using amusement devices, including inflatable amusement devices, carries several important real risks. While we will provide comprehensive safe operation information, safety rules and also an on the ground safety training with you on the day of hire, it is important that you understand that due to the activity you are undertaking there remain a number of risks, including but not limited to;

- *Risk of injury or death by colliding with others, the ground or obstacles;*
- *Risk of injury or death by the propelled impact of a bouncing body which may land irregularly and or experience blood pressure, vertigo or other issues due to physical exertion.*
- *The risk of cuts, lacerations, bruises, broken bones, sprains, strains, ligamentous injury etc and or allergic reactions when coming into physical contact at force with a pressurised PVC surface and or other interior and exterior surfaces of the amusement devices;*
- *Risk of dehydration, vomiting and other responses of the body to physical exertion*
- *Risk of injury or death by weather conditions including extreme wind, sun exposure and rain;*
- *Risk of injury or death from slipping or falling.*

Under the law, a supplier of recreational services or recreational activities may ask you to agree that statutory guarantees under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) does not apply to you (or a person for whom or on whose behalf you are acquiring the services). If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier, Xtreme Bounce Party Hire/Perth Sumo Suit Hire, in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with these statutory guarantees (which are excluded, restricted or modified as set out below).

You understand that you are assuming sole responsibility for these risks, and agree in accordance with the below standard form statutory waivers, to release, hold harmless and indemnify Xtreme Bounce Party Hire/Perth Sumo Suit Hire for any and all liability for injury or death arising from your use or operation of the amusement hire devices.

By signing this form, you agree that the liability of XTREME BOUNCE PARTY HIRE/PERTH SUMO SUIT HIRE in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law and section 5E of the *Civil Liability Act 2002* (WA) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs:
  - i. that is or may be harmful or disadvantageous to you or the community;
  - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.



## RISK WARNING AND LIABILITY WAIVER

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### 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.

### Agreement to exclude, restrict or modify your rights

I agree that the liability of XTREME BOUNCE PARTY HIRE/PERTH SUMO SUIT HIRE 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. I understand and agree that I undertake these dangerous recreational activities at my own risk and release Xtreme Bounce Party Hire/Perth Sumo Suit Hire accordingly from any and all liability for injury or death arising from the same.

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Hirer Signature

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Date

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Full Name and Address (please print)

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Signature of Adult Witness

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Date

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Full Name and Address (please print)

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