

TERMS CONDITIONS AND LIABILITIES

PARTICIPATING IN ACTIVITIES AT THE CLIMB ZONE

Guests of Cahoots Climb Zone acknowledge that certain risks of injury are inherent in the participation of adventure and High Rope Challenge activities. Guests are aware that participation in the High Rope Course and Flying Fox is of their own volition and the course contain inherent risks and dangers that no amount of care, caution, instruction, or expertise can eliminate.

Guests understand that the dangers and risks of participating in these activities include, but are not limited to, serious physical injury, long term disability, death, fractures, sprains and strains. These types of injuries may be minor or serious and may result from one's own actions, or the actions or inactions of others, or a combination of both. Guests understand that on their behalf, they are waiving and releasing any claims which they may have against Cahoots Climb Zone or any activity associated with Cahoots Adventure Camp, its operators and team members from and against all liability for bodily injury, property damage or loss, and death, arising from their participation in these activities that they wish to engage in.

CONDITIONS OF ENTRY

Cahoots reserves the right to refuse entry or request guests to leave the venue for any of the following:

- Cahoots Climb Zone will remain open in most weather conditions (except in circumstances of lightning, high winds or storm).
- Some Climb Zone activities may be affected by weather conditions and participants may be required to vacate the course and must follow the instructions of Climb Zone team members.
- Children under 10 years of age must be accompanied at the venue by a responsible supervisor/guardian who is 18 years of age or older; who is responsible for the supervision and safety of their children.
- Different activities have certain height, age or weight restrictions and guests acknowledge they will abide by these rules and may be refused access to certain activities for any of these reasons.
- Guests entering the venue acknowledge the activities in this service may expose them to a greater than normal risk of injury. Guests therefore agree upon entry to the service, the team members and operators of Cahoots Climb Zone shall not be liable for any injury to persons and property and forego any legal rights whatsoever and howsoever incurred, including but not limiting to omission act of negligence, default, or breach of contract.

- Guests are required to attend an Induction Session prior to participating in any Climb Zone activities. Participants are responsible for the full application of safety rules whilst on the activities.
- Terms of Use must be signed by all participants or their parent/guardian (for any participant younger than 18 years), upon checking into Cahoots Climb Zone and prior to participating in any Climb Zone activities.
- Guests entering Cahoots Climb Zone must not be affected to any extent by alcohol, drugs or any prescription medications that result in diminished cognitive abilities and awareness.
- No items may be taken on the courses including, but not limited to, cameras, phones and keys.
- Participants must wear closed toed shoes with rigid soles.
- Long hair must be tied back and jewellery removed
- Glasses, including prescription glasses, must be secure or worn with a strap
- No refunds or compensation will be payable by Cahoots if any participant is not permitted to, or decides not to undertake or complete an activity, or for any of the reasons set out in these Terms and Conditions.
- Inappropriate behaviour or language will not be tolerated and may result in the expulsion from the premises.

By entering Cahoots Climb Zone, participants acknowledge and agree to abide by the above conditions of entry and are subject to Cahoots Climb Zone Terms and Conditions herein.

Participants also agree the use of their image and likeness by Cahoots, as detailed in the below clause “Your Details”.

TERMS OF USE CLIMBING AGREEMENT

All participants must complete and sign the Terms of Use, Indemnity and Limitation of Liability document (hereinafter referred to as the Terms of Use), as this is a legally binding document. It affects your legal rights and contains releases of liability and a waiver of your legal rights. The Terms of Use ensures all participants understand the nature of adventure and challenge activities and the risks involved and includes a waiver of liability. As a legal contract, it must be completed accurately by the participant or parent/guardian as applicable. Refusal to complete the Terms of Use document will result in the inability to participate and forfeiture of any activities booked.



Guests to Cahoots Climb Zone or users of any activity associated with Cahoots Adventure Camp acknowledge the activities may expose them to a greater than normal risk of injury. Guests therefore agree upon entry to the service, the team members and operators of Cahoots Climb Zone shall not be liable for any injury to persons and property and forego any legal rights whatsoever and howsoever incurred, including but not limiting to omission act of negligence, default or breach of contract.

Participants must bring appropriate identification in order to validate the information on the Climbing Agreement. Parents of children under 18 must provide identification to validate their right to execute the Terms of Use on behalf of the child participant.

LIMITATIONS OF LIABILITY

Certain statutory warranties under consumer protection laws in Australia are implied for the benefit of consumers. While nothing in these Terms and Conditions is intended to exclude, restrict or modify the application of such laws, Cahoots Climb Zone does not give any guarantee, warranty or make any representation of any kind, express or implied, in connection with these Terms and Conditions

PARTICIPANT DETAILS

Photography and video may appear on our website or social media pages. Cahoots reserves the right to use participant's image in any promotional or advertising material.

Cahoots Climb Zone may send offers, promotions and details of exciting new projects from time to time. If you do not wish to receive these please tick the relevant box when you make a booking.

Climb Zone activities are physically demanding and require a degree of agility, strength and endurance. If participants have medical concerns they are advised to consult their doctor in advance. It is the responsibility of the participant to inform Cahoots Climb Zone of any pre-existing medical conditions or injuries which might affect their ability to participate safely in any of the activities.

Cahoots Climb Zone reserves the right to change these Terms and Conditions at any time without notice.