

Mega Courts Indoor Sports Terms & Conditions of Entry

Using the Mega Courts Indoor Sports facility is undertaken in accordance with the terms and conditions provided in this document and in conjunction with any other policies provided by Mega Courts Indoor Sports on our website or onsite at 10-18 Albert Street Windsor Gardens SA 5087. When entering to visit, view or participate in associated activities at Mega Courts Indoor Sports you (the customer) are deemed to have read, understood and accepted the terms and conditions outlined in this document which is also displayed at the front reception counter.

IMPORTANT NOTICE PLEASE READ CAREFULLY

Exclusion of liability - waiver of right to sue - your assumption of risk.

Mega Courts Indoor Sports the supplier of recreational services, supplies all recreational services and facilities to you (the customer) including, but not limited to party rooms, sports arena, equipment rental, gym, the condition, layout, construction, design, maintenance and use of the courts and surrounds and any other associated sporting activities or similar leisure time pursuits (recreational activities) in the Mega Courts Indoor Sports venue subject to the following conditions:

1. The customer acknowledges that the recreational activities are dangerous with inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the customer assumes and accepts all such risks and hereby waives the right to sue Mega Courts Indoor Sports for any personal injury or death in any way whatsoever caused by or arising from the customer's participation in such activities.
2. Mega Courts Indoor Sports, its employees, directors and agents are not liable to the customer, his/her dependants or legal representatives for personal injury or death suffered by the customer because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of negligence, breach of contract, statute or statutory duty by Mega Courts Indoor Sports.
3. If you, the customer participates in these activities, your rights to sue the supplier under the Australian Consumer Law & 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 paragraphs 1 and 2 of these Terms and Conditions. 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 activities for the child cannot legally agree to exclude, restrict or modify the child's rights. *NOTE: The change to your rights, as set out in these Terms and Conditions, does not apply if your death or injury is due to gross negligence on the supplier's, Mega Courts Indoor Sports 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 & Fair Trading Regulations 2012 and section 23(3)(b) of the Australian Consumer Law & Fair Trading Act 2012.*
4. The customer agrees to pay the cost of and authorises Mega Courts Indoor Sports to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
5. Children must be at least 2 years of age to use the courts and participate in activities at Mega Courts Indoor Sports, and when less than 15 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.
6. Where Mega Courts Indoor Sports provides a Sports Facilitator for a hosted event, party or excursion, the Sports Facilitator will set up, co-ordinate and conduct the agreed activities. The Sports Facilitator is **not** responsible for the supervision of children attending your event, party or excursion. The customer is still required to comply with the requirements outlined in paragraph 5 and, where applicable, any mandatory requirements as outlined in the customer's independent Public Liability Insurance Policy, Risk Assessment Policy or Company Policy .

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7. Participants must be in good health and free from any adverse medical conditions. For safety reasons, customers wearing casts are not permitted to participate or play on the courts. We also recommend that if you are pregnant or have pre-existing health issues that you seek independent medical advice before participating or playing. If you are pregnant or have pre-existing health issues and decide to participate or play on the courts you should remember that you do so on a voluntary basis and entirely at your own risk. You will be responsible for any injury which you as a customer with a pre-existing illness, pregnant player or your unborn child may suffer whilst playing on the courts. You should accept that there may not be medical facilities available at Mega Courts to treat any injury related specifically to your pregnancy or pre-existing health issues. If you choose to continue playing whilst pregnant or with pre existing health issues, you will be deemed to have unconditionally waived any and all claims that you may have against Mega Courts as a result of any injury suffered by you or your baby whilst playing.

8. While in the Mega Courts Indoor Sports 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.

9. The customer must comply with all signs or other directions of Mega Courts Indoor Sports staff and it may suspend or cancel the customer's access to recreational activities at the Mega Courts Indoor Sports venue in its absolute discretion for non compliance with these conditions, or for reckless or careless conduct.

10. Unless approved in writing by Mega Courts Indoor Sports, no third party / external signs, displays, labels or decorations are to be nailed, screwed, taped, stapled or adhered to any surface or part of the Mega Courts Indoor Sports facility or grounds area.

11. The customer is financially responsible for, and indemnifies Mega Courts Indoor Sports in respect of damage sustained to the facilities, its contents and property for the duration of the activities, including any guests or contractors engaged by the client. If a third party contractor is engaged by the customer, the third party contractor must supply Mega Courts Indoor Sports a copy of their current Public Liability Insurance prior to the event.

12. The Customer acknowledges that smoking, the consumption of alcohol or the use of any unlawful drugs or stimulants is strictly forbidden and the participation in any activities will not be allowed should a member of staff from Mega Courts Indoor Sports suspect that you are involved in the above.

13. If you purchase a ticket or make a booking for the use of the sports arena, or any other facilities at the Mega Courts Indoor Sports 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.

14. The customer agrees to behave in an acceptable manner. Our Codes of Behaviour Policy outlines the required standards of behaviour to enter, visit or participate in activities at Mega Courts Indoor Sports. Mega Courts Indoor Sports reserves the right to refuse entry or eject anyone failing to comply with these terms and conditions set out or demonstrating behaviour where the safety of themselves or others could be compromised at its entire discretion.

15. The customer ensures to wear suitable footwear on our synthetic courts. Sneakers, runners, or multi sport trainers are best. No spikes or cleated footwear allowed. Virtually any shoes used on hard courts are suitable for our synthetic turf. If the customer is participating in our Inflatable Fun Zone area, you **MUST** remove all footwear, jewellery, watches and glasses and wear socks at all times. **Strictly no food or drinks to be taken or consumed on any of the court areas.**

16. It is a condition of entry that no commercial food or drink is brought into Mega Courts Indoor Sports except for special dietary food, recess or student lunches that have been approved at the time of booking.

17. The customer should arrive at Mega Courts Indoor Sports at least 15 minutes prior to the commencement of your activities to ensure your activities begin on time. As there may be bookings that run after your session, it is important that we run things on schedule and on time.

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18. Security and Insurance of your property. Our Mega Courts staff will take every care with security and protection of your property whilst on the premise; however we cannot accept liability for loss or damage of any item whilst on our premises.

19. All entry tickets and bookings remain the property of Mega Courts Indoor Sports and cannot be transferred or resold. They are valid only for the date and time booked and are void if tampered with. If you make a booking through the Mega Courts Indoor Sports website you will receive via email a Booking Confirmation which includes the date and time you have booked for, a description and cost of the services you have booked, your payment method, our address and contact details. If you feel this information is incorrect or you are unclear as to why you have received an email, please advise us ASAP.

20. Cancellations. We do our best to keep you happy – this should be fun! Bookings may be transferrable but not refundable. When making a booking for one of our Mega Courts Indoor Sports products or activities, please ensure you check the respective booking forms for our specific cancellation policies. Please ask our staff if you would like to know and understand more about our cancellation policies.

21. These Terms and Conditions are governed by the laws of the State of South Australia and the Courts of which shall have exclusive jurisdiction and if any part or provision is determined by a Court to be invalid or unenforceable all other parts and provisions shall still be given full legal force and effect.

Mega Courts Indoor Sports reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions will be posted on the website and displayed in the facilities at 10 – 18 Albert Street Windsor Gardens 5087 immediately.