

Tru Ninja Waiver



Parents/Guardian's details

First Name _____ Phone number _____

Last Name _____ Email _____

Address _____

Date of Birth _____

School or group attending with _____

Minors attending Tru Ninja Penrith

1 - First Name _____ Last Name _____

Date of Birth _____

2 - First Name _____ Last Name _____

Date of Birth _____

3 - First Name _____ Last Name _____

Date of Birth _____

4 - First Name _____ Last Name _____

Date of Birth _____

5 - First Name _____ Last Name _____

Date of Birth _____

6 - First Name _____ Last Name _____

Date of Birth _____

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DISCLAIMER

NOTICE TO USER: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONDITIONS. IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

YOU MUST BE 18 OR OVER TO AGREE TO THESE TERMS AND CONDITIONS

1.

In consideration of being permitted by Tru Ninja to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to release, indemnify and forever discharge Tru Ninja, its agents, owners, members, shareholders, Directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:-

2.

I acknowledge that my participation in Tru Ninja obstacles and use of Tru Ninja facilities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. The risks include, among other things and without limitation:-

3.

Ninja Equipment expose its participants to the risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Travelling to and from each obstacle and/or run raises the possibility of any manner of transportation accidents.

4.

I expressly agree to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I warrant that I will only carry out moves that are within my ability level and throughout which I will be able to maintain control.

5.

I acknowledge that I have been provided with the necessary safety instructions by Tru Ninja in relation to the activities and will comply with these at all times while on the premises.

6.

I understand that the activities provided by Tru Ninja require a reasonable level of fitness and ability. I warrant that I do not have (or had) any medical condition including pregnancy that makes it dangerous for me to partake in such activities.

7.

I agree as an adult participant, or the Parent/Legal Guardian of a minor participant (anyone currently under the legal age of 18) and in consideration of being permitted to participate in the activities at the Tru Ninja park, I give permission to be photographed and/or record me or my children in connection with Tru Ninja park to use the photography and/or recording solely for advertising and promotional purposes. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

8.

If the participant is a minor (a person under the legal age of 18), I agree that this Release of Liability and Assumption of Risk Agreement ("RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to these Terms and Conditions.

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9.

Epilepsy Warning: Please be aware that there is a risk of flashing lights during each session. A few people may experience epileptic seizures when viewing flashing lights or patterns. Please consult your physician before participating, if you have an epileptic condition or experience any unusual symptoms while playing games.

10.

General Park Rules:

- We highly recommend that you wear our Tru Ninja gloves. A ninja with sore hands is half a ninja. Protect your hands and swing longer
- We strongly recommend you warm up your body/muscles before entering the runs
- Always watch out for other ninjas before attempting any obstacle
- Make sure there is enough distance between yourself and the ninja in front of you before you start the run
- Give way to the faster ninja
- If there is a foam pit under the obstacle you are attempting, make sure that it is clear of other ninjas before you attempt it
- Only Ninjas over the height of 1.25m are permitted to use the jump platform onto the airbag
- When jumping from the platform onto the airbag, always land on your bum or back. No ninja flips please.
- Only one ninja to jump at a time from the platform onto the airbag. Make sure the airbag is clear of other ninjas before you jump
- Weight limit is 130 kilos for all obstacles

Staff are there to provide guidance and safety advice only, any physical assistance must be provided by a trained professional only

Ninja's 5 years old and under must be accompanied by a parent or guardian in the venue and within arms reach on the ninja course at all times.

Adults are responsible for their child's safety in the park and on all obstacles and use their own judgement on what is suitable for their ability.

All ninjas must wear suitable footwear when in the ninja areas. Bare feet are not recommended. Socked feet, flip-flops, high heels, or any other footwear deemed unsuitable by the court marshals are not be permitted.

By ticketing the box below this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a Court of Law to have waived my or the minor participant's right to maintain a lawsuit against Tru Ninja Pty Ltd trading as Tru Ninja Penrith (ABN: 12 625 156 658) or any RELEASED PARTIES on the basis of any claim from which I have released them herein.

I have had sufficient opportunity read this entire document. I have read and understood it, and I agree to be bound by its terms.

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COVID - 19

- I am not experiencing any flu-like symptoms (sore throat, runny nose, persistent cough, shortness of breath, fever);
- I have not been in close contact with a person who has tested positive for COVID-19 (during the period of time in which the virus is contagious);
- I am not awaiting the results of a test for COVID-19;
- I do not reside with anyone who is awaiting the results of a test for COVID-19
- I will follow and abide by the current NSW Health orders

Please note anyone with flu like symptoms will not be permitted in the venue, we can reschedule any bookings affected by Covid-19 or flu like symptoms. Please contact us prior to your booking to reschedule.

(Bookings will be valid for 12 months rescheduling)

Parent/Guardian Name _____

Signature _____ Date _____