



## **NEXT LEVEL PARK**

### **TERMS & CONDITIONS**

#### **COVID-19 POLICY:**

All Guests must adhere to Next Level Park – Sunshine Coast (NLP)’s COVID-19 Policy, which is written in accordance with the State Public Health Orders. The below terms apply for all participants and spectators herein referred to as (“Guests”) with sessions due to commence from 12:00pm, 18th of November 2021.

1. Where a Government (Federal or State) requires that a person must be fully vaccinated against COVID-19 (or any other disease or virus) or imposes a restriction or requirement of any nature to be able to enter a State where NLP operates in, all Guests must comply with such requirement. NLP will not accept a booking from any Guest that has not complied with or does not commit to such requirement. Where the customer does not meet a vaccination or testing requirement by their appointed session:
  - a. prior to departure from the customer’s home location, the customer will forfeit any and all monies paid; or
  - b. entry to the park or access to the service, the customer will be barred from the premises and will forfeit any and all monies paid.
2. Where the customer cancels due to travel restrictions other than vaccination or testing requirements, the customer will be contacted and offered a credit for the booking, where such an offer is at the absolute discretion of the operator. The operator reserves the right to withhold some monies to cover administrative expenses and other losses, dependent on when notice of cancellation is given by the customer.
3. Guests are required to scan the QR code for check-in on arrival, and will be asked by NLP personnel for visual confirmation of this via the green tick on the relevant QR app. If QR app check-in is unavailable, NLP will require your details to be recorded on the onsite COVID-10 logbook, for the purpose of contact tracing only.
4. Guests are required to provide visual evidence of being fully vaccinated or have a medical exemption to be at the premises, where a Government (Federal or State) requires that a person must be fully vaccinated against COVID-19 (or any other disease or virus) or imposes a restriction or requirement of any nature to be able to enter a State where NLP operates in Approved documents include but not limited to:
  - a. Australia’s COVID-19 digital certificate. A digital certificate is available for download to smartphone, from the Express Plus Medicare App.
  - b. Immunisation Record from the Express Plus Medicare App.

- c. Medical Certificate stating Exemption from an authorised practitioner.
  - d. Medical Certificate stating Exemption accompanied by a Statutory Declaration signed by a Justice of Peace (JP).
5. Masks are to be carried during your visit to NLP. Masks are to be worn when social distancing is not possible, including but not limited to check-in at reception, harnessing, training, or when waiting on a platform with other Guests who are not part of your booking.
  6. At this time, spectators must be kept to a minimum. Only spectators and adults supervising children aged 6-17yrs will be able to attend.
  7. Attending Guests who are suspected of having recently travelled overseas, been unwell or showing symptoms or have been in contact with someone with a suspected or known case of COVID-19, will be required to leave the premises immediately.
  8. If the park is forced to close in accordance to State Public Health Orders, NLP will follow its Forced Majeure Clause (see ‘Cancellation Policy Section 1.g.’), providing Guests with a booking credit. In the circumstances of COVID-19, booking credits will be valid for 12 months. There are no further extensions on booking credits, except in the case of exonerating circumstances or change State Public health orders.
  9. For changes to bookings requested outside of the specified lockdown periods, the standard cancellation policy will apply.
  10. If after attending the Activity, a Guest takes a COVID-19 test and returns a positive result, they are required to inform NLP immediately.

All participants and spectators must adhere to the below Terms and Conditions which apply to Next Level Park – Sunshine Coast (NLP). It is your responsibility to ensure that all participants in your group meet these terms and conditions.

#### GENERAL TERMS:

1. All participants must have a signed waiver and weigh less than 120kg to participate. Participants under 18 must have their parent sign on their behalf. The waiver form will be emailed with the booking confirmation email or can be found directly on the NLP website.
2. The Trees Sunshine Obstacle Course (“Activity”) may reach up to heights of 22m. Not all risks can be predicted and by participating you understand and accept there are inherent risks involved.
3. Sessions run from 1-hour to all day (within NLP opening hours) with check-in 15-minutes prior to your booking. See ‘Climbing Terms’ Part A for details.
4. All pockets must be emptied prior to harnessing including:
  - a. Phone
  - b. Key
  - c. Wallet
  - d. With the exception to required medication as approved by Management.
5. Limited size lockers are provided for small personal items. NLP will not take responsibility for any damage or loss of personal items or clothing as a result of attending the park.
6. Circuit participants are required to be dressed appropriately to participate:

- a. Wear appropriate enclosed fitted footwear such as shoes appropriate for physical activity.
  - b. Long hair tied back
  - c. Waists covered
  - d. Remove or cover piercings.
  - e. Remove jewellery, such as watches, rings and large hoop styled or dangling earrings.
7. The above does not apply to Viewing Deck ticket holders unless they have also booked a session ticket.
8. NLP allows the use of cameras during the Activity, provided they are attached safely with a wrist strap or lanyard and are approved by NLP crew members. This includes GoPro's and other action cameras. They must be safely attached to the participant using appropriate mounts and approved by a NLP crew members.
9. NLP reserves the right to refuse admission to the Activity, or to remove an individual from the site should management deem it necessary to do so. This may include, but is not limited to:
  - a. Non-compliance with safety rules and safety system;
  - b. Disrespectful or inappropriate behaviour
  - c. Appearing to be under the influence of drugs or alcohol.
10. No refunds or rescheduling will be payable by NLP should any participant not be permitted to participate.
11. All participants must ensure they have met the correct supervision ratio prior to arrival. NLP recommends adult supervisors who maintain a reasonable level of health due to the physical nature of the activity. See 'Course Restrictions' section below for age group details.
12. Smoking is not permitted in the park, only in the designated area.
13. No running in the park.
14. No screaming whilst onsite in respect our wildlife and neighbours by keeping noise to a minimum.
15. No equipment is to be taken past the reception. All equipment is to be removed prior to using the bathroom and must be fitted by a crew member prior to continuing the Activity.
16. Pregnant women are not permitted to participate.
17. Maximum weight limit of 120kg.
18. NLP recommends people with pre-existing injuries or heart conditions do not participate. If participants have medical concerns, please speak to the park directly for clarification of safety.

#### CLIMBING TERMS:

1. Check-in is 15-minutes prior to the booked session to allow for waiver forms, bathroom use and harnessing. Please take into consideration travel time to our site, parking and the walk to our location.
2. Late arrivals: NLP maintains strict session times. Participants who are late will be trained in the next available session. No refunds or rescheduling is available for late arrivals.

3. All participants must be fitted into the safety equipment supplied by NLP. Only the safety equipment supplied by NLP may be permitted on the Activity.
4. Participants must only be fitted and checked by a NLP instructor prior to attempting the Activity. All safety equipment must be returned to the reception area at conclusion of the booked session.
5. All participants must undergo training prior to commencement of the Activity, including participants who have previously participated, to ensure the safety of all individuals.
6. Participants must act according to the provided training. If you are unsure at any time, please remain calm and seek assistance from a NLP instructor.
7. The safety equipment must only be used as instructed, including the zipline pulley.
8. Respect all equipment. Equipment must not be left or dragged on the ground to help protect the safety equipment for future use.
9. All participants must attach themselves to the safety cable at the base of the starting staircase prior to attempting the Activity.
10. Obey instructors at all times. Instructors are there to keep you safe and will assist you to have a safe and enjoyable session.
11. Maximum of 1 person per aerial challenge.
12. Maximum of 6 people per platform between each aerial challenge.
13. NLP understands that each participant will move through the Activity at their own pace and encourage overtaking at the platforms for all participants to be able to do so. Participants are encouraged to manage overtaking between themselves on the Activity.
14. Circuit 5 or 6 must be completed prior to attempting Circuit 7.
15. Circuit 7 participants have access to the Viewing Deck.

## SESSION, CIRCUIT & VIEWING DECK RESTRICTIONS

1. After training, participants will complete the number of circuits indicated by their purchased ticket and wristband. This may be affected by but not limited to the individual's capabilities, the weather, the number of other climbers participating and their abilities. On average, each circuit takes approx. 1-hour to complete. Access to the Viewing Deck is 1-hour.
2. Participants can choose their starting circuit, based on their age, ability, weather and other circuit restriction. Attempting Circuit 7 as a starting course is at the discretion of NLP instructors only.
3. Circuit Requirements for 6 – 7 years
  - a. This age group has access to Circuit 1 and/or 2 only.
  - b. 1 participating adult is required up to 4 kids between these ages.
  - c. The supervising adult must be of 18yrs or over.
  - d. NLP recommends a separate adult to participate with this age group, allowing another adult supervisor for older aged children to maximise the session.
  - e. Entry is free for spectators and ground supervisors.
4. Circuit Requirements for 8 – 12 years:
  - a. 1 participating adult is required up to 4 kids between these ages.

- b. The supervising adult must be of 18yrs or over.
  - c. 8 – 9 years may access Circuit 1 - 4 only.
  - d. 10 – 12 years may access Circuit 1 – 6 only.
  - e. Groups who have children in both these age groups are recommended to have an additional adult participating. This is to allow for 10 - 12 year olds (if they bought more than 1 circuit) the opportunity to participate in a higher circuit with an adult, while another adult can continue with the younger age group on the lower circuits.
  - f. Participating adults are required to purchase the relevant ticket.
5. 13-17 years
- a. This age group has access to Circuits 1 - 7.
  - b. Circuit 5 or 6 must be completed prior to attempting Circuit 7 or at a NLP instructor's discretion.
  - c. NLP recommends having a non-paying adult supervisor onsite whilst they participate.
  - d. This age group does not qualify as an adult supervisor for younger ages.
6. 18+ years
- a. Has access to Circuit 1 – 7.
  - b. Circuit 5 or 6 must be completed prior to attempting Circuit 7 or at a NLP instructor's discretion.
7. Circuits are graded according to difficulty, with strict accompanying age and height restrictions for participants under 18 years. Some of the circuits may require a level of ability above that of the participant. Only NLP instructors have the discretion to allow or restrict access to any participant should they wish to attempt a circuit, irrespective of their age or height, but based on the participant's individual capabilities.
8. If you have concerns on your personal ability to complete a circuit, please seek recommendations from the Instructors. NLP generally recommends:
- 1. Circuit 1 and/or 2
    - a. 6 – 7 years may only access this level but designed for all ages from 6yrs+.
    - b. For participants not yet confident with heights.
    - c. Who have not climbed at NLP previously.
  - 2. Circuit 3 and/or 4
    - a. For participants who have some confidence with heights.
    - b. A reasonable level of fitness.
    - c. And are aged 8 years and over.
  - 3. Circuit 5 and/or 6
    - a. For participants who are very confident with heights.

- b. Who maintain a higher level of fitness including upper body strength.
  - c. And are aged 10 years and over.
4. Circuit 7
- a. Only participants who are of 13 years and over.
  - b. And have completed Circuit 5 or 6, demonstrating the appropriate strength required for Circuit 7.

## CANCELLATION POLICY

### 1. Cancellation

1. NLP is a most-weather event and operates rain, hail or shine. NLP will close during electrical thunderstorms and/or strong winds in the immediate local area. This will be at the discretion of NLP.
2. Cancellations made 10 or more days in advance of the scheduled booking date, will receive a full refund or free reschedule, including group booking deposits.
3. Cancellations made between 2-10 days from the scheduled booking date will be entitled to a 50% refund or incur a 20% reschedule fee to change the date.
4. Cancellations made within 0-2 days of the booking or no shows will forfeit the entire booking, with no refunds or rescheduling available.
5. In the event that NLP cancels prior to the start of your session for any reason, you will be informed immediately. You will be entitled to ask for a full refund or to book a new date.
6. In the event you have already started your session and NLP is forced to close the park, you will be entitled to a free reschedule for one two hour session.
7. In the event that NLP is forced to close due to extenuating circumstances (such as COVID-19, Government restrictions) your booking will be placed on hold, and the offer of free rescheduling or a voucher will be provided to bookings affected.

### 2. Gift Vouchers

1. Valid for 3 years from the date of purchase.
2. Are not transferable or redeemable in cash in part or whole.
3. NLP reserves the right to refuse a Gift Voucher once it has expired.
4. Gift vouchers act as a form of payment, and are not a confirmation of a booking. Recipients are required to make an online booking through the NLP website and will be prompted to enter their unique Gift Voucher number during the payment section of the booking process.
5. The standard booking cancellation policy will apply after the Gift Voucher has been redeemed. See above Part A for further details.
6. NLP only accepts NLP vouchers and Gift Voucher by authorised partners.

I acknowledge and agree that photographs, videos and electronic images may be taken and owned by Trees Sunshine and that Trees Sunshine may use the photographs for promotional purposes. Verbal consent will be requested prior to images being captured by Trees Sunshine.

## RECREATIONAL SERVICES

For recreational services or activities provided throughout Australia:

For recreational services to which the Australian Consumer Law (Commonwealth) applies:

By signing this form, I agree that the liability of Trees Sunshine and any related business in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) 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 behaviour, course of conduct or state of affairs;
- e. that is or may be harmful or disadvantageous to me or the community;
- f. that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities; is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Queensland:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this membership application form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of Trees Sunshine and any related business flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of Trees Sunshine and any related business will, at the discretion of Trees Sunshine and any related business, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.