



RISK WARNING, WAIVER AND INDEMNITY AGREEMENT

IMPORTANT NOTICE

This is an important legal document. Please read this Agreement carefully and ensure that you fully understand its terms before signing.

This is an Agreement between TPM Partners Pty Ltd ACN 687 497 276 (“Master Franchisee”), each of its subfranchisees and their affiliates and related group companies (collectively, “Picklr Australia”; each, a “Picklr Australia Entity”) and the individual (“you”, “I” or “your”) accessing or using the Picklr facilities (“Picklr Clubs”) or participating in any Activities including as a member, guest, participant or visitor.

By signing this Agreement, you acknowledge that you have read and understood its terms and agree to be bound by them.

By signing, you agree to waive certain legal rights, including the right to hold Picklr Australia liable in certain circumstances.

1. DEFINITIONS.

In the Agreement:

- (a) **Activities** refers to any and all forms of participation, use, or interaction at any Picklr Club, including but not limited to open play, events, classes, clinics, tournaments, league play, use of equipment and observation.
- (b) **Released Parties** means each Picklr Australia Entity, any future subfranchisees of the Master Franchisee and each of the foregoing entities’ respective owners, directors, officers, employees, agents, contractors, licensees, designees and volunteers.

2. WAIVER AND RELEASE OF LIABILITY.

- (a) You acknowledge that the Activities constitute recreational services for the purposes of section 5K of the *Civil Liability Act 2002* (NSW) (**CLA**) (where applicable) or for the purposes of any similar or equivalent provision in any other applicable jurisdiction.
- (b) In consideration of being permitted to engage in Activities at the Picklr Clubs and to the extent permitted by law, including (where applicable) under section 5N of the CLA or any similar or equivalent provision in any other applicable jurisdiction, you agree:

- (i) to waive, release, and discharge the Released Parties from any liability for personal injuries, damages, illness, death or losses that may arise during your participation in the Activities, and
- (ii) not to sue or hold the Released Parties liable for any claims resulting from personal injury, damage, illness, death or losses,

whether caused by a Picklr Australia Entity's negligence or otherwise.

- (c) Nothing in this Agreement excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law that cannot be excluded, restricted or modified.

3. **ASSUMPTION OF RISKS.**

- (a) You acknowledge and accept that participating in the Activities involves inherent risks, including but not limited to the risk of physical injury, permanent disability, or death. Despite reasonable efforts by Picklr Australia to ensure safety, these risks cannot be completely eliminated. You voluntarily participate in the Activities, are fully aware of the risks, and agree to assume all responsibility for any injuries, losses, or damages resulting from my participation, even if such injury, damage or loss is caused by negligence or the actions of Picklr Australia or the Released Parties. This assumption of risk includes, but is not limited to: (i) personal injuries (including physical, mental or emotional injuries, permanent disability or death); (ii) medical conditions (including illness or the aggravation or exacerbation of preexisting medical conditions); (iii) health risks (including dehydration, heat stress, allergic reactions); (iv) emotional and economic harm (emotional distress, embarrassment, humiliation, pain & suffering, loss of consortium/companionship, or loss of income); (v) property damage or loss; and (vi) any other type of harm, disability, impairment or loss arising from participation in the Activities.
- (b) The above is a risk warning given for the purposes of section 5M of the CLA (where applicable) or any similar or equivalent provision in any other applicable jurisdiction.

4. **MEDICAL AND HEALTH**

- (a) You acknowledge that:
 - (i) you are in good physical condition, free from any health conditions that could impair your participation in the Activities;
 - (ii) you are responsible for your own health, fitness and ability to participate in the Activities;
 - (iii) you should seek medical advice if you have any concerns about your ability to participate in the Activities; and
 - (iv) you participate in the Activities at your own risk.
- (b) You accept all financial responsibility for medical care required due to injuries sustained during Activities and release the Released Parties from any liability for such costs.
- (c) If you are signing on behalf of a minor under your care, you make the same acknowledgments and acceptances in respect of the minor.

5. **USE PERMISSION AND RELEASE.**

- (a) You consent to:
 - (i) the Released Parties capturing photographs, video or other recordings of you (including your image, likeness and voice) in connection with the Activities; and
 - (ii) using those materials for promotional, marketing and operational purposes, including on websites, social media and other communications, without compensation to you.
- (b) If you do not wish for your image to be used in this way, you may notify Picklr Australia and such notification will be managed in accordance with the Picklr Privacy Policy available here (<https://thepicklr.au/privacy-policy/>).

6. **INDEMNIFICATION AND HOLD HARMLESS.**

You agree to indemnify the Released Parties from and against any and all complaints, charges, claims, damages, injuries, losses, costs, liabilities, settlements, and expenses (including reasonable legal fees and costs) arising out of:

- (a) your breach of this Agreement;
- (b) your negligent, reckless or unlawful conduct;
- (c) your use of any Picklr Club or Picklr Australia's equipment, or participation in the Activities;
- (d) any injury, loss or damage caused by you to another person in connection with your participation in the Activities; and
- (e) any claim, demand, or legal action brought by any third party, including but not limited to family members, guests (using Guest Passes or otherwise), minors, or other individuals accompanying me or under my care, arising out of or related to their use of any Picklr Club, Picklr Australia's equipment, or participation in Activities offered by or through Picklr Australia (including as a result of or in connection with any injury, damage or loss suffered by them, and including claims for negligence, to the extent permitted by law).

7. **SEVERABILITY.**

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

8. **GOVERNING LAW AND JURISDICTION.**

- (a) This Agreement is governed by the laws of the State or Territory of Australia in which the relevant Picklr Club at which the Activities are undertaken is located.
- (b) Each party submits to the non-exclusive jurisdiction of the courts of that State or Territory and any courts competent to hear appeals from those courts.

9. **COMMUNICABLE DISEASE IMMUNITY.**

You acknowledge and agree that Picklr Australia and the Released Parties, to the fullest extent permitted by applicable law, is immune from civil liability for damages, injuries, or claims arising from or related to exposure of COVID-19 or any other communicable disease on premises owned, leased, or operated by Picklr Australia, or during any activity managed, sponsored, or otherwise facilitated by Picklr Australia. By signing below, you voluntarily assume all risks associated with exposure to COVID-19 or any other communicable disease while using Picklr Clubs and/or participating in the Activities.

10. **PROPER USE OF CLOTHING, EQUIPMENT, AND PERSONAL RESPONSIBILITY.**

- (a) You understand and agree that it is your sole responsibility to ensure the proper use of clothing, footwear, hydration, nutrition, and equipment when engaging in Activities. This includes ensuring that all items used by me and/or minors in your care are properly fitted, appropriate for the Activity, and in good condition.
- (b) You acknowledge that failure to use appropriate clothing footwear, hydration, nutrition, or equipment increases the risk of injury, and you voluntarily assume all such risks for yourself and/or my minors in your care. You further agree that the Released Parties shall not be held liable for any injuries, damages, or claims from improper use, fit, or condition of clothing, footwear, hydration, nutrition, or equipment, whether provided by you, any minor in your care, or Picklr Australia, except in cases of proven wilful misconduct or gross negligence by a Picklr Australia Entity.

11. **MINOR RELEASE (IF APPLICABLE).**

If you are signing this Agreement on behalf of a person under the age of 18 (minor):

- (a) you acknowledge and agree that you are the parent or legal guardian of the minor and have authority to enter into this Agreement on their behalf;
- (b) you confirm that the minor is adequately prepared, both physically and mentally, to safely participate in Activities at Picklr Clubs;
- (c) you acknowledge the inherent risks associated with the Activities (including those set out in this Agreement);
- (d) you acknowledge that all minors under the age of thirteen (13) are required to be accompanied by an adult (age 18 or older) at all times while participating in any non-instructor-led programs at Picklr Clubs. These programs include open play, tournaments, and social events;
- (e) you acknowledge that you are fully responsible for the minor's conduct, supervision, safety and well-being while they participate in the Activities. This responsibility extends to monitoring the minor's adherence to proper use of equipment, clothing, and overall behavior within the Picklr Club;

- (f) you agree to ensure that the minor complies with all applicable rules, policies and directions of Picklr Australia;
- (g) you agree to be responsible for any loss, damage or liability arising from the minor's participation in the Activities;
- (h) you acknowledge that failure to comply with the supervision requirements may result in immediate suspension or termination of the minor's access to Picklr Clubs and Activities. To the extent permitted by law, you agree that the Released Parties shall not be liable for any injury, damage, or loss arising from such non-compliance and the associated lack of supervision;
- (i) to the extent permitted by law, you agree that to the extent that a waiver, release or discharge is expressed to be given in favour of Picklr Australia and the Released Parties in this Agreement, you hereby also provide those same the waivers, releases and discharges in favour of Picklr Australia and the Released Parties and agree not to sue any Picklr Australia Entity and the Released Parties in respect of those matters. You also affirm those waivers, releases and discharges for and on behalf of the minor and must procure that the minor also does not sue any Picklr Australia Entity and the Released Parties in respect of the waived, released or discharged matters.

By writing your initials below, you affirm that you have carefully read this Minor Release, fully understand its contents, and agree to its terms voluntarily.

Parent/Guardian Initials: _____

12. ACKNOWLEDGEMENT AND AGREEMENT.

By clicking “Submit” or signing this document, I, the undersigned facility user, participant, or member, or parent/guardian, affirm that I have carefully read, understand, and voluntarily agree to all terms and provisions in this Agreement. I further acknowledge and accept that I am solely responsible for reviewing, understanding, and adhering to all current and future policies, rules, and regulations established by Picklr Australia.

I further agree that my continued participation in Activities, use of the Picklr Clubs, or membership constitutes ongoing acknowledgement of and compliance with this Agreement, and any applicable policies and rules.

By writing your initials below, you affirm that you have carefully read this Minor Release, fully understand its contents, and agree to its terms voluntarily.

Parent/Guardian Initials: _____

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I further agree that my continued participation in Activities, use of the Picklr Clubs, or membership constitutes ongoing acknowledgement of and compliance with this Agreement, and any applicable policies and rules.

Signature of User/Participant/Member

Date

Full Name of User/Participant/Member

Signature of Parent/Guardian of Minor
(if applicable)

Date

Full Name of Parent/Guardian of Minor