

Conditions of participation

Movement, fitness and Parkour training are fun, challenging and highly rewarding. But there are some risks involved so please read this before you take part in any activity or service.

The activities provided during this event may be considered dangerous Recreational Activities with Inherent Risks and Obvious Risks as defined by the Civil Liability Act 2002 (WA).

The participant acknowledges that the recreational activities provided by The Motion Academy are dangerous with many inherent risks and hazards, and as a consequence personal injury and sometimes death can occur, and the participant and their guardian assumes and accepts all such risks and hereby waives the right to sue The Motion Academy / TMA KIDS PTY LTD for any personal injury or death in any way whatsoever caused by or relating to the customer's participation in such activities.

Participation in these activities is entirely at your own risk.

Please ensure that you understand the following:

1. I have disclosed to the event staff any history of injury, disease or weaknesses that would limit or affect my own or any participant under my care's ability to participate in physical activity.
2. I understand that any of the activities available involve risks that may cause various injuries and that such injuries may result in death or serious disability.
3. I understand that athletic activities of any type can cause harm or injury in susceptible people and that I am responsible for seeking medical advice from my own medical care provider(s) about whether participation in such activities is advisable for me or any person under my care.

4. I understand that the activities available are physically demanding and may involve training at heights, which in susceptible people may cause panic, hyperventilation or heart attack.

5. I understand the specific risks involved in falls, which may result in injuries due to falls or collisions with the equipment.

6. I understand the specific risks of all activities available. I wish to participate / I wish all children under my care to participate and do so entirely at my / their own risk of injury or bodily harm.

7. I understand that photos and video may be taken of me or my children during participation in activities, which may be used for online marketing / promotional content and this liability waiver assumes consent.

8. The customer agrees to pay the cost of and authorises all event staff to take any steps they consider reasonably necessary to protect the participants welfare in the event of personal injury. This includes the administration of any emergency medical treatment and ambulance transportation.

9. If registering children that are not my own, I have obtained consent from the parents / legal guardians of all persons under 18 years of age to sign this document on their behalf.

I hereby indemnify, release and hold harmless The Motion Academy Pty Ltd, TMA Kids Pty Ltd, the owner of the premises of The Motion Academy and all directors, employees, staff and assistants of The Motion Academy or any other persons involved in my participation in activities at The Motion Academy from any suit, demand, action or claim for compensation whether for personal injury or damage to property arising from my own, or any child under my cares participation any activity hosted by The Motion Academy.

I furthermore acknowledge that this document is contractual and may be relied upon in any proceedings commenced by me, my heirs, associates, executors and assigns.