**Day One Ticket**

**Little Dreamers Holiday Program Waiver & Release of Liability - Circus Oz**

The Participant (or the Parent/Guardian if applicable) desires that the Participant participate in the Little Dreamers Holiday Program at Circus Oz in Collingwood (**Melbourne School Holiday Program**) on 8 January 2020.

The Participant (or the Parent/Guardian if applicable) hereby freely, voluntarily and without duress executes this document under the following terms:

**(1) Waiver and release**

To the full extent permitted by law, the Participant (or the Parent/Guardian if applicable) does hereby release and forever discharge and hold harmless Little Dreamers Australia and its successors, assigns, directors, officers, agents and employees (**Little Dreamers**) from any and all liability, claims, and demands of whatever kind and nature, either in law or equity, which arise or may arise from the Participant’s participation in, and performance of, activities connected with the Melbourne School Holiday Program.

The Participant (or the Parent/Guardian if applicable) understands and acknowledges that this document releases and discharges Little Dreamers from any liability, claim, or demand that the Participant (or the Parent/Guardian if applicable) and the Participant’s heirs, executors or assigns, may have against Little Dreamers with respect to any bodily injury, personal injury, mental injury, illness or death, that may arise from the Participant’s participation in, and performance of, activities connected to the Melbourne School Holiday Program, including the use of facilities and equipment associated with the activity, and whether caused by Little Dreamers or otherwise.

The Participant (or the Parent/Guardian if applicable) understands that, except as otherwise agreed to by Little Dreamers in writing, Little Dreamers does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of any bodily injury, personal injury, mental injury, illness or death suffered by the Participant that may arise from the Participant’s participation in, and performance of, activities connected with the Melbourne School Holiday Program.

The Participant (or the Parent/Guardian if applicable) also acknowledges that this document releases and discharges Little Dreamers from any liability in respect of a statutory claim, or demand that the Participant (or the Parent/Guardian if applicable) may bring with respect to any death, physical or mental injury, or illness that may arise from the Participant’s participation in, and performance of, activities connected to the Melbourne School Holiday Program.

The Parent/Guardian (if applicable) hereby expressly and specifically assumes the risk and responsibility for injury or harm caused to the Participant that may arise from the Participant’s participation in, and performance of, activities connected to the Melbourne School Holiday Program.

**(2) Medical treatment**

Except as otherwise agreed to by Little Dreamers in writing, the Participant (or the Parent/Guardian if applicable) does hereby release and forever discharge Little Dreamers from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Participant’s participation in, and performance of, activities connected with the Melbourne School Holiday Program.

**(3) Assumption of risk generally**

The Participant (or the Parent/Guardian if applicable) understands that the Participant may participate in and/or perform activities, including, but not limited to circus activities, as part of the Melbourne School Holiday Program.

The Participant (or the Parent/Guardian if applicable) recognises and understands that such activities may be, in some situations, inherently dangerous activities and that participation in the activity involves a significant level of risk of physical harm, personal injury or mental injury, including but not limited to:

* broken bones;
* head injuries;
* permanent disability; and/or
* death.

The Participant (or the Parent/Guardian if applicable) hereby expressly and specifically assumes the risk and responsibility for injury or harm caused to the Participant in relation to these activities.

Moreover, the Participant (or the Parent/Guardian if applicable) recognises and acknowledges that the risk of harm from circus activities is significantly increased when the Participant does not wear the appropriate safety equipment if applicable and does not follow safety instructions.

**(4) Other**

The Participant (or the Parent/Guardian if applicable) expressly agrees that the release and discharge in this document is intended to apply to the full extent permitted by the laws of Victoria and that this document shall be governed by and interpreted in accordance with the laws of Victoria.

The Participant (or the Parent/Guardian if applicable) agrees that in the event that any clause or provision of this document shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this document which shall continue to operate and be enforceable.

**(5) Consent to administer medical treatment**

In the event that the Participant suffers injury, Little Dreamers has the consent of the Participant (or the Parent/Guardian if applicable) to administer first aid or any other medical treatment.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

* are rendered with due care and skill; and
* are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
* might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ***Australian Consumer Law and Fair Trading Act 2012*** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's 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 and Fair Trading Regulations 2012 and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.

**Day Two Ticket**

**Little Dreamers Holiday Program Waiver and Release of Liability - Hoyts Melbourne Central & Grill'd**

The Participant (or the Parent/Guardian if applicable) desires that the Participant participate in the Little Dreamers Holiday Program at Hoyts and Grill’d in Melbourne Central (**Melbourne School Holiday Program**) on 22nd January 2020.

The Participant (or the Parent/Guardian if applicable) hereby freely, voluntarily and without duress executes this document under the following terms:

**(1) Waiver and release**

To the full extent permitted by law, the Participant (or the Parent/Guardian if applicable) does hereby release and forever discharge and hold harmless Little Dreamers Australia and its successors, assigns, directors, officers, agents and employees (**Little Dreamers**) from any and all liability, claims, and demands of whatever kind and nature, either in law or equity, which arise or may arise from the Participant’s participation in, and performance of, activities connected with the Melbourne School Holiday Program.

The Participant (or the Parent/Guardian if applicable) understands and acknowledges that this document releases and discharges Little Dreamers from any liability, claim, or demand that the Participant (or the Parent/Guardian if applicable) and the Participant’s heirs, executors or assigns, may have against Little Dreamers with respect to any bodily injury, personal injury, mental injury, illness or death, that may arise from the Participant’s participation in, and performance of, activities connected to the Melbourne School Holiday Program, including the use of facilities and equipment associated with the activity, and whether caused by Little Dreamers or otherwise.

The Participant (or the Parent/Guardian if applicable) understands that, except as otherwise agreed to by Little Dreamers in writing, Little Dreamers does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of any bodily injury, personal injury, mental injury, illness or death suffered by the Participant that may arise from the Participant’s participation in, and performance of, activities connected with the Melbourne School Holiday Program.

The Participant (or the Parent/Guardian if applicable) also acknowledges that this document releases and discharges Little Dreamers from any liability in respect of a statutory claim, or demand that the Participant (or the Parent/Guardian if applicable) may bring with respect to any death, physical or mental injury, or illness that may arise from the Participant’s participation in, and performance of, activities connected to the Melbourne School Holiday Program.

The Parent/Guardian (if applicable) hereby expressly and specifically assumes the risk and responsibility for injury or harm caused to the Participant that may arise from the Participant’s participation in, and performance of, activities connected to the Melbourne School Holiday Program.

**(2) Medical treatment**

Except as otherwise agreed to by Little Dreamers in writing, the Participant (or the Parent/Guardian if applicable) does hereby release and forever discharge Little Dreamers from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Participant’s participation in, and performance of, activities connected with the Melbourne School Holiday Program.

**(3) Assumption of risk generally**

The Participant (or the Parent/Guardian if applicable) understands that the Participant may participate in and/or perform activities, including, but not limited to eating at Grill’d and watching a movie at Hoyts Melbourne Central, as part of the Melbourne School Holiday Program.

The Participant (or the Parent/Guardian if applicable) recognises and understands that such activities may be, in some situations, inherently dangerous activities and that participation in the activity involves a significant level of risk of physical harm, personal injury or mental injury, including but not limited to:

* broken bones;
* head injuries;
* permanent disability; and/or
* death.

The Participant (or the Parent/Guardian if applicable) hereby expressly and specifically assumes the risk and responsibility for injury or harm caused to the Participant in relation to these activities.

Moreover, the Participant (or the Parent/Guardian if applicable) recognises and acknowledges that the risk of harm is significantly increased when the Participant does not follow instructions.

**(4) Other**

The Participant (or the Parent/Guardian if applicable) expressly agrees that the release and discharge in this document is intended to apply to the full extent permitted by the laws of Victoria and that this document shall be governed by and interpreted in accordance with the laws of Victoria.

The Participant (or the Parent/Guardian if applicable) agrees that in the event that any clause or provision of this document shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this document which shall continue to operate and be enforceable.

**(5) Consent to administer medical treatment**

In the event that the Participant suffers injury, Little Dreamers has the consent of the Participant (or the Parent/Guardian if applicable) to administer first aid or any other medical treatment.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

* are rendered with due care and skill; and
* are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
* might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ***Australian Consumer Law and Fair Trading Act 2012*** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's 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 and Fair Trading Regulations 2012 and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.