Dunsborough Fun Park

Participant Waiver and Risk Warning

Customer responsibilities and limited release of liability

Operated by Starcity Australia Pty Ltd | ABN 13 678 860 074
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Read all six pages before signing. This agreement affects legal rights. In particular, section 5 contains a limited release of an adult participant's claims and section 6 makes the signer responsible for certain losses caused by their own conduct.

1 Who this agreement covers

"Park" means Starcity Australia Pty Ltd trading as Dunsborough Fun Park. "I" and "my" mean the adult signer. "Listed children" means the children identified on the acceptance page for whom I am the parent or legal guardian. Each other adult signs separately. A person supervising a child is not automatically authorised to sign as that child's parent or guardian.

The activities covered are Aquadash Water Slides, Racer Slide, Bumper Cars, Mechanical Bull Rider, Mini Golf, Jump Zone, Laser Battle, Rio Grande Train, Tiki Island and the Toddler Area, to the extent each is operating and included in the guest's ticket. This agreement does not give access to an attraction or override eligibility rules.

2 Important risk warning

Participation can cause serious injury, permanent disability or death. Possible injuries include sprains, fractures, head or spinal injuries, cuts and drowning. Risks include slipping on wet or uneven surfaces, trips, falls from height, collisions with equipment or other guests, sudden movement, exertion, and incorrect use of equipment.

Water slides and play areas. Speed, changes of direction, water entry, wet stairs and decks, loss of balance, impact and water inhalation create risks. Aquadash and Racer Slide require different riding positions and equipment.

Jump Zone and inflatables. Bouncing, awkward landings, falls, collisions, and contact with edges or structures can cause serious injury. Landing on the head or neck is particularly dangerous.

Bumper Cars and Mechanical Bull. Bumping, spinning, sudden stops or changes in motion and falling from the bull can cause injury even when instructions are followed.

Other activities and outdoor areas. Train boarding and movement, golf clubs and balls, movement around Laser Battle obstacles, play equipment, sun, weather, insects and allergens present risks.

These examples are not exhaustive. The warning explains risks; it does not mean every attraction is legally classified as a dangerous recreational activity or that the Park is free of all responsibility.

Customer and supervision responsibilities

3 My responsibilities on every visit

3.1 Make an informed choice. I will consider my ability, confidence, health and physical condition before each activity. I will not attempt an activity I cannot undertake safely, and will ask staff about anything I do not understand. Admission or staff permission is not a medical assessment.

3.2 Give accurate information. I will give accurate participant details and will not misrepresent age, height, weight or ability to avoid a restriction. Before participating I will tell staff about a relevant injury, medical condition, medication effect, disability aid or support need that could affect safe participation. If suitability is uncertain, I will seek appropriate medical advice and refrain from the activity until it is resolved.

3.3 Follow the rules. I will read posted rules, listen to briefings, comply with all applicable limits and staff directions, use restraints and equipment correctly, and wait for authorisation to enter, start or leave an attraction. I will not interfere with controls, barriers, safety devices or equipment.

3.4 Act safely around others. I will not engage in rough play, dangerous stunts, aggressive collisions, harassment or deliberate damage. I will keep loose items secure and comply with each attraction's clothing and footwear requirements.

3.5 Avoid impaired participation. I will not participate while affected by alcohol, drugs, medication, illness or injury that impairs safe participation. I will stop if tired, dizzy, distressed, injured or unwell and notify staff. I will follow the Conditions of Entry concerning contagious illness and water attractions.

3.6 Report problems. I will promptly tell staff about injuries, unsafe behaviour, damaged equipment and hazards I notice. I will stop using equipment that appears unsafe and will not attempt repairs or retrieve items from operating rides.

4 My responsibilities for listed children

I confirm that I am the parent or legal guardian of each listed child and consent to their participation only in suitable activities. I personally undertake the following responsibilities:

Active supervision. I will supervise children in my care throughout the visit, particularly around water, trampolines and play areas. The Park does not provide child-minding. Staff attendance does not replace my supervision; these duties do not remove the Park's own legal obligations.

Suitability and understanding. I will consider each child's age, size, ability, confidence and health, explain the rules in a way the child can understand, and take reasonable steps to ensure compliance. I will stop their participation if they cannot follow the rules or become distressed, unsafe or unwell.

Supervision location. I will comply with adult-accompaniment rules on rides. I will supervise Tiki Island from outside the inflatable and will not enter it. I will supervise the separate Toddler Area at all times.

The general entry rule requires guests under 14 to be accompanied by a responsible supervising person aged 16 or over. That does not make a 16- or 17-year-old an adult signatory to this agreement, or replace an attraction's requirement for adult accompaniment.

My signature records consent and my own undertakings. It does not represent that I can surrender every legal right belonging to a child, or make me automatically liable merely because a child is injured or makes a claim.

Attraction rules I must follow

This is a summary of key operating rules. Read the full Conditions of Entry, attraction signage and staff instructions before use. A waiver never overrides a participation restriction.

Aquadash Water Slides

Age 4 and over may ride independently; children under 4 require an adult. Adult-and-child tandem riding is allowed only on the Blue and Green open slides, not the enclosed Red or Yellow slides. Maximum rider weight 120 kg; no separate minimum height. Slide feet first, seated on your bottom. No mats or other sliding equipment. No food or drink on wet decks or in water play zones.

Racer Slide

Minimum height 120 cm; maximum rider weight 90 kg. Use only the supplied mat, lying on your stomach, head first, holding both handles. One rider per mat and lane. No tandem riding or children on laps.

Bumper Cars

Independent drivers must be at least 120 cm tall and able to safely operate the pedal and steering. Otherwise, ride with an adult in an approved two-seater car. Maximum combined rider weight 140 kg per car. Keep the seatbelt fastened and all body parts inside. Never get out during the ride, even if the car stops; release the pedal and wait for staff. No phones or handling loose objects while driving.

Mechanical Bull Rider

Maximum rider weight 100 kg. One rider at a time, able to mount, sit and hold on safely and independently. Remove loose items and follow the operator's suitability assessment and posted rules. Tell the operator if you want to stop. The automatic cycle increases in difficulty and may be stopped early for safety.

Jump Zone

Age 4 and over; maximum 10 users, one per trampoline bed. Shoes off; grip socks are not required. Remove loose or protruding items and complete the QR-code entry step. No flips, somersaults, head-first jumps, double-bouncing, jumping between beds or climbing the net. Busy-period turns may be limited to about 10 minutes; eligible passes allow return turns. No set time limit applies when nobody is waiting.

Laser Battle

Players must safely operate the tagger, understand the briefing and follow instructions. Minimum 6 players. No physical contact, pushing or tackling. Do not climb, sit or jump on inflatable obstacles or throw or strike anyone with equipment. Stay in control and watch for other players and obstacles.

Rio Grande Train

No minimum age or height. Toddlers and young children ride with a responsible adult. Stay seated and belted with all body parts inside. Do not stand or lean out. Exit only after a complete stop at the platform and staff authorisation. If stopped elsewhere, remain seated and wait. Never enter the track.

Mini Golf and play areas

Mini Golf: maximum 4 per group; use clubs and balls safely. Return putters and pencils; do not take balls home. Tiki Island: children only, maximum 14, shoes off, no food, drink or gum, rough play or wall climbing; adults supervise outside. The separate free Toddler Area is for under-4s with continuous parent or guardian supervision.

Limited release and responsibility for loss

Read this page carefully. The following provisions can limit an adult participant's ability to claim compensation. The limitations in section 7 apply to every release, indemnity and cost provision in this agreement.

5 Adult participant risk acceptance and release

5.1 I choose whether to participate and accept the risks described in section 2. For my own participation as an adult, and only to the extent permitted by law and section 7, I release the Park from liability for my death or personal injury arising from the recreational activities, including liability caused by the Park's negligence. This release does not apply to a child's claims.

5.2 Where section 139A of the Competition and Consumer Act 2010 (Cth) permits, I agree that the service guarantees in sections 60 to 62 of the Australian Consumer Law, associated rights and liability for their breach are excluded for the Park's supply of recreational services to me, solely in relation to my death or personal injury. No exclusion applies to significant personal injury caused by the supplier's reckless conduct.

5.3 To the extent section 5J of the Civil Liability Act 2002 (WA) permits, I agree to participate at my own risk and exclude liability for breach of a contractual warranty of reasonable care and skill in supplying recreational services to me. This provision is subject to section 7.

5.4 The release is confined to my adult participation in qualifying recreational services. It does not create a blanket exclusion for food or drink sales, parking, loss of belongings or a spectator's ordinary use of the premises. It does not promise immunity from every claim.

6 Loss caused by my own conduct

6.1 I am responsible for reasonable, evidenced repair or replacement costs to the extent damage to Park property is caused by my intentional or reckless conduct, negligence or breach of the safety obligations I accept here. Fair wear and tear and ordinary authorised use are excluded. Replacement costs must account for the damaged item's age and condition.

6.2 To the extent permitted by law, I indemnify the Park for reasonable, foreseeable direct loss and amounts it is legally liable to pay to a third party, but only to the extent caused by my own negligent, reckless or intentional conduct, or my breach of this agreement. This includes my own failure to exercise the supervision I have undertaken; it is not an automatic indemnity for everything a child does.

6.3 The indemnity excludes loss attributable to the Park's or another person's fault, indirect or consequential loss, loss of profit or business interruption, punitive amounts, and costs not reasonably incurred. The Park must take reasonable steps to minimise loss and provide the basis and evidence for a claim. I may dispute a claimed amount. This agreement does not authorise an automatic debit or determine liability conclusively.

7 Rights and liabilities preserved

Nothing here excludes liability that cannot lawfully be excluded, restricts non-excludable consumer rights, or transfers the Park's statutory safety obligations to a guest. No exclusion applies to harm resulting from reckless disregard or breach of a law prescribing specific personal-safety practices or procedures where the Civil Liability Act prevents exclusion. Section 139A's limits also apply. An invalid provision is severed only to the extent legally possible; the remainder continues if it can operate lawfully.

Entry arrangements and supporting terms

8 Waiver completion and repeat visits

Every guest, including spectators, must be included on a waiver before entry. Complete it at the entrance using the QR code or park tablet; advance online-signed waivers are not currently accepted. The adult signs for themselves and identifies their listed children. A group organiser must not assume authority to accept other adults' releases.

This agreement is valid for 12 months from signing for the same signer and listed children, unless revoked or replaced. On return visits, guests must ensure their details remain accurate and comply with current safety instructions. Changed participant details or materially changed waiver terms require fresh acceptance. Later terms do not retrospectively change an earlier signed agreement. A child who turns 18 signs separately for future visits.

9 Tickets and weather

A $10 Spectator Pass does not include attraction participation. Bumper Cars, Mechanical Bull Rider and Laser Battle require separate activity tickets and are not included in the Full Day Pass. The Toddler Area is free for children under 4; that does not grant free access to other paid attractions. Day passes include same-day re-entry.

Contact the Park before the booked visit to request a date change. Change-of-mind and late-arrival refunds are not offered except where required by law. Closures, cancellations and other refund requests are subject to the applicable booking terms and statutory remedies. This waiver does not remove those remedies.

Attractions may close for weather, maintenance or safety. Water attractions close during storms, lightning, high winds or unsafe conditions. Dry attractions also operate only when safe. Follow closure and evacuation directions and wait for staff permission to resume.

10 Food alcohol, clothing and belongings

BYO picnics and food for allergies or special dietary requirements are welcome. No glass or outside alcohol. Park-sold alcohol may be consumed only in licensed areas, subject to responsible service requirements. Drinking does not authorise impaired participation. Follow attraction-specific food, drink, swimwear and footwear rules.

Tell food-service staff about relevant dietary needs. Shared preparation areas and the outdoor environment cannot be guaranteed allergen-free. Bring required medication and arrange appropriate assistance in using it. This warning does not exclude food-safety responsibilities. Secure belongings and loose items; any liability for property loss remains subject to law.

11 First aid emergencies and records

If needed, I authorise staff to provide or arrange first aid and emergency medical assistance for me and, within my authority, my listed children. I accept associated costs only to the extent I am legally responsible; this does not exclude any right to recover them from another responsible party. Follow staff instructions; the designated assembly point is the main car park entrance.

I acknowledge the Park's use of CCTV for safety and operational purposes. This agreement does not itself grant promotional image consent. Personal photography must respect privacy; photography in bathrooms or change rooms is prohibited. Waiver details are supplied for entry administration, safety and incident handling, subject to applicable privacy obligations.

12 Related terms and governing law

Read the Conditions of Entry and applicable booking terms supplied before acceptance together with this document. Section 7 prevails over any inconsistent liability wording. Western Australian law governs this agreement. Raise concerns with management; nothing prevents access to a regulator, court or other lawful remedy.

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Participant details and acceptance

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Adult signer full name: _____

Date of birth: _____ Mobile: _____

Email: _____

Visit date: _____ Booking reference if applicable: _____

Signing as: [ ] Adult guest [ ] Parent or legal guardian [ ] Both

Listed children

Identify each child clearly. Add a signed continuation sheet if needed. Other adults complete their own acceptance.

1. Full name: _____
   Date of birth: _____ Relationship to signer: _____
2. Full name: _____
   Date of birth: _____ Relationship to signer: _____
3. Full name: _____
   Date of birth: _____ Relationship to signer: _____
4. Full name: _____
   Date of birth: _____ Relationship to signer: _____

My express acknowledgements

[ ] I have read the complete risk warning, responsibilities, release and indemnity, and the Conditions of Entry made available to me. I have had an opportunity to ask questions before signing.

[ ] I understand the risk of serious injury, permanent disability or death. For my own adult participation, I expressly accept the limited release in section 5, including its reference to negligence, subject to section 7.

[ ] I accept the conduct, health and safety responsibilities in section 3 and the limited financial responsibilities in section 6.

[ ] If I list children, I confirm my parent or legal guardian status, consent to suitable participation and accept my own supervision undertakings in section 4. I understand this does not automatically waive a child's legal rights.

[ ] The details I have supplied are accurate. I consent to signing electronically when using the entrance QR-code or tablet process and intend that acceptance to record my agreement to this identified document version.

Signature: _____ Date and time: _____

For electronic acceptance, record the signer's identity, listed children, document version, each acknowledgement and acceptance date and time. Provide access to the accepted document.

Do not sign if you have not read or do not understand the agreement. Ask staff for assistance before participating.