

SkyPoint, and SkyPoint Climb are operated by Ardent Leisure Limited (ACN 104 529 106) trading as "SkyPoint" and "SkyPoint Climb" and the SkyPoint and SkyPoint Climb premises are owned by The Trust Company Limited as custodian of Ardent Leisure Trust (together referred to as "SkyPoint" or "SkyPoint Climb").

You must read this health and safety information and disclosure form in full before completing this form and accepting SkyPoint Climb's terms and conditions.

MEDICAL DISCLOSURES

You will not be able to participate in the Climb if your health, physical or psychological condition or any other personal factor may endanger or risk your health and safety, or that of other Climbers or SkyPoint staff or affect your ability to complete the Climb unassisted. If you are unsure or have any queries, please speak to a SkyPoint Climb team member or a medical practitioner.

SkyPoint Climb may, at its discretion, on days where high temperatures or other weather related factors may pose a risk to Expectant Mothers or Climbers with medical conditions, reschedule those Climbers.

Please note that even if you believe you are able to safely participate, SkyPoint Climb may in its sole discretion, refuse to allow you to participate in the Climb.

MEDICAL DISCLOSURES

To help you consider your suitability to participate in the Climb, SkyPoint requires that you tick all of the boxes below that you believe do, or could possibly apply to you. If none of the listed conditions apply to you, and you have no other relevant health concern to disclose, please tick the box marked "None of the above."

- | | |
|---|--|
| <input type="checkbox"/> I have the need to take Medication onto the Climb | <input type="checkbox"/> I have or recently have had a Kidney or Renal condition |
| <input type="checkbox"/> I am currently Pregnant | <input type="checkbox"/> I have or recently have had a Neurological Condition |
| <input type="checkbox"/> I have had Surgery in the last six months | <input type="checkbox"/> I have Epilepsy or have had a Seizure in the last six months |
| <input type="checkbox"/> I have been under sedation or general anaesthesia within the last 48 hours | <input type="checkbox"/> I have or recently have had Vertigo, Dizziness or Balance problems |
| <input type="checkbox"/> I have a limb, joint or back injury or broken bone that currently affects my fitness, strength or ability to climb stairs or ladders independently | <input type="checkbox"/> I have or recently have had a Respiratory Condition |
| <input type="checkbox"/> I suffer from a life threatening or debilitating Allergy or Allergies | <input type="checkbox"/> I have Limb Loss or Limb Difference |
| <input type="checkbox"/> I have or recently have had a heart or Cardiovascular Condition that may affect my fitness, strength or ability to climb stairs or ladders independently | <input type="checkbox"/> I have Low Vision or Blindness |
| <input type="checkbox"/> I have Diabetes | <input type="checkbox"/> I have a Hearing Impairment |
| <input type="checkbox"/> I have or have recently had High or Low Blood Pressure | <input type="checkbox"/> I have or recently have had a Learning Condition (not including Dyslexia) |
| <input type="checkbox"/> I have or recently have had Cancer or treatment for Cancer that may affect my fitness, strength or ability to climb stairs or ladders independently | <input type="checkbox"/> I have or recently have had a Fear of Heights / true Acrophobia |
| <input type="checkbox"/> I have an Acute Gastrointestinal problem | <input type="checkbox"/> I have another medical condition or health concern which may affect my fitness, strength or ability to complete the Climb independently |
| | <input type="checkbox"/> None of the above |

Please Note:

Climbers who suffer from Diabetes, a life threatening or debilitating Allergy or any other Medical Condition that requires management, will be required to provide details of a Management Plan for their specific condition to ensure that they will be capable of safely completing the Climb.

Please read the following information and complete the form below.

ADULT FIRST AND LAST NAME		
HOME ADDRESS (please provide permanent home address, not hotel etc.)		
COUNTRY	ZIP / POSTCODE	MOBILE PHONE NUMBER
EMAIL ADDRESS		
SIGNATURE	DATE	
CHILD 01		
FIRST NAME	LAST NAME	AGE
CHILD 02		
FIRST NAME	LAST NAME	AGE

CLIMBER STATEMENT

SkyPoint Climb's Health and Safety Information and the SkyPoint Climb Terms and Conditions (both printed and displayed on site) are together referred to as the "Climb Terms."

I hereby declare that:

1. I have read and understand the Climb Terms.
2. I acknowledge that SkyPoint Climb may refuse to allow me to participate in the Climb, or may remove me from the Climb if I do not comply with the Climb Terms, and in such case my ticket price will not be refunded.
3. I have completed the Medical Disclosures and assessed (both personally and with my medical practitioner where necessary) my health and abilities, and I declare that I am able to complete the Climb as required.
4. I am able to complete the Climb unassisted and my participation in the Climb will not endanger me personally or other Climbers and SkyPoint staff.
5. I have completed the Medical Disclosures honestly and accurately.
6. I will follow the Climb Leader's instructions at all times, I will not make jokes about safety and will not put my health and safety or that of any other Climber or staff of SkyPoint Climb at risk before, during and after a Climb. Should I do so, I may be immediately removed from the Climb and not be eligible for a refund.
7. I will not take any items onto the Climb other than the equipment provided by SkyPoint. To this extent, only the Climb Leader can authorise that taking of any other item onto a Climb. Failure to comply with this obligation can risk the health and safety of myself, other Climbers, SkyPoint Climb staff or other persons.
8. I will not damage or remove any part of the building, infrastructure or equipment associated with the SkyPoint Climb.
9. I will not make any undue noise, not limited to but inclusive of yelling and screaming whilst participating in the Climb and will respect the well-being and amenity of residents in the Q1 Building.

CLIMBER WARRANTIES & ACKNOWLEDGEMENTS

By signing this form:

1. I warrant that I understand that the Climb Terms include exclusions, limitations of liability and indemnities that apply to me and are for the benefit of SkyPoint Climb, its related bodies corporate and any reseller of SkyPoint Climb products.
2. I warrant that I have entered and remain on the premises of SkyPoint Climb at my own risk.
3. I warrant that I will participate in the Climb at my own risk.
4. I acknowledge that SkyPoint Climb will rely on this Disclosure and the information provided by me, and is not responsible for my decision to participate in the Climb.
5. I acknowledge that, to the extent permitted by law, all statutory or implied conditions and warranties in relation to the Climb are excluded.
6. To the extent permitted by law, I indemnify, hold harmless, and will continue to indemnify and hold harmless the SkyPoint Climb, its related bodies corporate, its directors, officers, employees, agents and any other third party (including the owners of the Q1 premises) and any reseller of SkyPoint Climb products against any losses, damages, claims, liabilities, fines, penalties or the like suffered or brought against any of them whatsoever, arising out of or in any way in connected with my participation in the Climb, or a breach by me of the Climb Terms.
7. To the extent permitted by law, I release SkyPoint Climb, its related bodies corporate, its directors, officers, employees and the owners of Q1 and any reseller of SkyPoint Climb in respect of all claims, proceedings, losses, damages, liabilities (including negligence) and the like arising out of or in any way in connection with my participation in the Climb.
8. In the event that the indemnities and/releases in the Climb Terms are rendered or held void or unenforceable I acknowledge and agree that the maximum liability of SkyPoint will be the amount of \$100,000.
9. I authorise SkyPoint Climb, its related bodies corporate and its authorised sub-contractors to reproduce any photograph taken of me for any purpose including display and sale by or on behalf of SkyPoint Climb without any compensation or further notice to me.
10. I acknowledge that photographs acquired by me from SkyPoint Climb remain copyright to SkyPoint Climb and I must not (and must not authorise anyone else to) reproduce or use such photographs for any commercial purpose.
11. I acknowledge that I can now request a copy of the Climb Terms to review again prior to executing this form.