# ATBShop Ltd - Skate Park Terms & Conditions

#### **Important Participant Information**

Your attention is drawn to the following which you must read and understand prior to using ATBShop Ltd. You further accept that you have had the opportunity to seek clarification from ATBShop Ltd on any of the following points of information:

1) There is a serious risk of injury and potentially death from the activities and services offered by ATBShop Ltd.

2) You engage in the activities at your own risk.

3) We strongly recommend satisfactory safety equipment to be worn by all participants including helmets, wrist guards and kneepads.

4) If you engage in the activities without a protective helmet then you do so at your own risk.

5) You are advised that using our facilities without wearing a full set of protective gear increases the risk of personal injury and death in the event of an accident.

6) Please note that ATBShop Ltd activities are not recommended for persons who have heart, back or neck conditions, or people who are pregnant. If you suffer from any health problems, illness or may be pregnant please consult your doctor for medical advice before visiting any of ATBShop Ltd facilities.

#### Terms & Conditions

Please take a moment to read and familiarise yourself with our Terms & Conditions as these apply to all people using the ATBShop Ltd facilities.

1) In the absence of negligence or fraudulent misrepresentation committed by ATBShop Ltd (The owner of the building), their employees, officers, officials or agents, these Terms hereby exclude to the fullest extent permitted by law all responsibility and liability for the death, personal injury or illness of any person whilst present on the site.

2) Neither ATBShop Ltd nor its employees or agents shall be responsible for any loss, theft or damage to valuables or any personal property that belongs to any person whilst on ATBShop Ltd premises.

3) ATBShop Ltd reserves the right to refuse admission to any person on any grounds. Anyone who is visibly intoxicated shall not be permitted to participate.

4) Minimum standards of conduct apply including, but not limited to, controlling your speed, not behaving in a way that endangers or alarms others, using the equipment safely and respecting all signage.

ATBShop Ltd reserves the right to require you to leave the facility if you are deemed by an ATBShop Ltd employee or officer not to be meeting reasonable standards of behaviour. In such cases, no refund will be given.

5) ATBShop Ltd reserves the right to require you to leave the facility if we feel you are intoxicated or drunk. In such cases, no refund will be given.

6) We recommend adults accompany children under the age of 12.

7) If you observe a hazard or damage or are injured whilst using ATBShop Ltd facilities you must bring this to the attention of an officer or employee immediately.

8) By selecting our terms and conditions checkbox, you are declaring you are fit suitable to participate, and have declared any existing injuries and/or medical conditions via your online registration form.
9) Under 16's MUST have parental consent of a parent or guardian, who should select the Parental

Consent checkbox to confirm they accept responsibility via the online registration form.

10) All participants will adhere to safety rules in place and understand the risks involved (serious injury/ death). By participating, you agree to accept responsibility for your own actions and involvement.

11) The use of recording equipment and photography in the skatepark skatepark is prohibited unless prior permission is gained or granted. ATBShop will be using monitoring equipment and this footage and

copyright is the property of ATBShop solely. Users are advised this footage will be used for promotional and training purposes only.

12) School attendees should be aware that we will be contact the local Truancy team if we suspect anyone to be at the skatepark at a time we believe they should be in school.

13) Payment for use of the facility will be made prior to participation. Anyone found to be in breach of this will be subject to having their membership removed.

14) If attending a session no refunds will be made for 'no shows', late entry (other than that which was due to ATBShops delay) or leaving a session prematurely. Exceptional circumstances may apply.

15) Any deception on the part of users of the skatepark will result in membership review. Such as multiple people using one membership, fraudulent entry to the facility, forgery of documents etc.

16) ATBShop Ltd reserves the right to change its policies from time to time. Please read and observe the policies displayed at ATBShop Ltd before you start using the facility as they may have changed since the last time you saw them.

### **EQUIPMENT HIRE**

Participants hiring equipment do so at their own risk. We cannot guarantee the equipment is in exactly the same condition as first purchased but make every effort to record and maintain equipment before and after every hire purchase. Therefore participants must understand they accept the hire equipment in its current state. If you require a specific check on any equipment before hire please contact the Duty Manager on arrival. Any participant who uses their own equipment does so at their own risk.

## **DRUGS & ALCOHOL DECLARATION**

ATBShop Ltd operates a zero tolerance Drugs & Alcohol Policy. Management has the right to "with cause" test visitors who consent, or ask any visitor unwilling to consent to "with cause" testing to leave the premises if suspected of being under the influence or showing signs of substan

Date:	
Signature:	
Name:	