

TERMS AND CONDITIONS

These Terms and Conditions, together with any booking terms, registration form, waiver, privacy policy, venue rules, signage, incident report form, payment terms, platform terms and any other terms we provide or make available to you, set out the agreement between you and Team Pickleball Australia Pty Ltd ABN 68 679 545 629 trading as Kingston Pickleball Centre, and any other trading names or brands we notify to you from time to time, including Pivot and Open Sports where applicable.

In these Terms and Conditions:

- (a) we, us or our means Team Pickleball Australia Pty Ltd ABN 68 679 545 629 trading as Kingston Pickleball Centre;
- (b) you or your means any person who books, purchases, attends, enters, uses or participates in any Services or Facilities, including any participant, parent, guardian, spectator, visitor, contractor, delivery driver, tradesperson or other entrant to the Venue;
- (c) if you are a parent, guardian or authorised adult booking, purchasing, attending or accepting these Terms and Conditions for a child or minor, you agree to these Terms and Conditions for yourself and on behalf of that child or minor, and you must ensure that the child or minor complies with these Terms and Conditions; and
- (d) Services means any services, activities, facilities, bookings, programs, events or products we provide or make available, including court hire, pickleball sessions, coaching, casual play, social play, tournaments, competitions, programs, events, venue hire, equipment hire, product sales and use of the Venue.

You will be taken to have accepted these Terms and Conditions if you do any of the following after receiving, accessing, seeing or becoming aware of these Terms and Conditions or any summary of them:

- (e) make a booking through our website, a booking platform, Pivot, Open Sports, social media, SMS, email, telephone, in person or any other method;
- (f) create an account, register for a session, pay for a booking, purchase a product, hire equipment or otherwise request any Services;
- (g) attend, enter or remain at the Venue;
- (h) participate in any activity, session, class, event, program, booking or use of the Facilities; or
- (i) allow a child or minor for whom you are responsible to attend, enter, remain at the Venue or participate in any activity.

Entry to the Venue and participation in any Services is conditional on acceptance of these Terms and Conditions, our waiver, our privacy policy, our venue rules and any reasonable directions given by our staff.

We may update these Terms and Conditions from time to time by publishing the updated version on our website, booking platform, at the Venue, or otherwise making them available to you. The updated Terms and Conditions will apply to any booking, purchase, entry, attendance or participation that occurs after the updated Terms and Conditions are made available.

Any changes to fees, cancellation rules or material booking terms will only apply to future bookings or purchases, unless we are required to make the change earlier for safety, legal, insurance or operational reasons.

1 APPLICATION OF THESE TERMS

- (a) These Terms and Conditions apply to all dealings between you and us, including any booking, registration, purchase, hire, attendance, entry, participation, event, program, coaching session, court hire, casual play, social play, venue hire, product purchase or use of the Venue.
- (b) These Terms and Conditions apply together with any other terms, notices or documents we provide or make available to you, including any:
 - (i) booking terms;
 - (ii) registration form;

- (iii) waiver;
 - (iv) privacy policy;
 - (v) venue rules;
 - (vi) signage;
 - (vii) safety directions;
 - (viii) incident report form;
 - (ix) payment terms; and
 - (x) third-party platform terms.
- (c) You will be taken to have accepted these Terms and Conditions if, after receiving, accessing, seeing or becoming aware of these Terms and Conditions or any summary of them, you:
- (i) make or accept a booking;
 - (ii) create an account or register for any Services;
 - (iii) pay for any Services or products;
 - (iv) attend, enter or remain at the Venue;
 - (v) participate in any Services;
 - (vi) purchase or hire any equipment or products from us; or
 - (vii) allow a child or minor for whom you are responsible to attend, enter, remain at the Venue or participate in any Services.
- (d) If you make a booking, purchase or arrangement on behalf of another person, including a child, minor, group, school, club, team, organisation or other participant, you warrant that you have authority to accept these Terms and Conditions on their behalf and you must ensure that they comply with these Terms and Conditions.
- (e) If there is any inconsistency between these Terms and Conditions and any booking terms, registration form, waiver, privacy policy, venue rules, signage, safety directions, incident report form, payment terms or third-party platform terms, the document that gives us the greater protection will apply to the extent permitted by law, unless we expressly state otherwise in writing.

2 SIGNAGE AND CONDITIONS OF ENTRY

- (a) We may display short-form conditions of entry, safety notices, waiver notices, privacy notices and venue rules at the Venue, including at or near the entrance, reception, courts and other areas of the Venue.
- (b) Those signs form part of these Terms and Conditions to the extent they apply to your entry, attendance, participation or use of the Venue.
- (c) You must read and comply with all displayed signs before entering and while at the Venue.
- (d) If there is any inconsistency between a sign and these Terms and Conditions, these Terms and Conditions apply to the extent of the inconsistency, unless the sign is stricter for safety, child safety, privacy, operational or emergency reasons.
- (e) If you enter or remain at the Venue after having a reasonable opportunity to see or access any displayed conditions of entry, safety notice, waiver notice, privacy notice or venue rule, you will be taken to have accepted and agreed to those terms to the maximum extent permitted by law.

3 YOUR OBLIGATIONS

3.1 CAPACITY, AGE AND MINORS

- (a) You warrant that you:

- (i) have legal capacity and are of sufficient age to enter into a binding agreement with us; or
 - (ii) are the parent, guardian or authorised adult of a child or minor and have authority to accept these Terms and Conditions on their behalf.
- (b) If you accept these Terms and Conditions for a child or minor, you:
 - (i) consent to the child or minor entering the Venue and participating in the Services;
 - (ii) must ensure the child or minor complies with these Terms and Conditions, the venue rules, safety directions and any staff directions;
 - (iii) are responsible for deciding whether the child or minor is physically and medically fit to participate; and
 - (iv) acknowledge that children and minors may be exposed to risks at the Venue, including where they enter, attend or participate without direct staff supervision.
- (c) Unless we agree otherwise in writing, children under 10 years of age must be supervised by a parent, guardian or responsible adult at drop-off, pick-up and while inside the Venue.
- (d) We may refuse entry to, remove, or restrict participation by any child or minor if we reasonably consider that they are not appropriately supervised, are acting unsafely, or their participation may create a risk to themselves, another person, our staff, our contractors, our equipment or the Venue.

3.2 CHILDREN'S PROGRAMS

- (a) Where we provide children's programs, school programs, holiday programs, coaching for minors or other Services involving children or minors, we may require additional registration information, parent or guardian consents, emergency contact details, medical information and pick-up and drop-off arrangements.
- (b) You must ensure that all information you provide in relation to a child or minor is accurate, complete and up to date.
- (c) We may refuse participation by a child or minor if any required information, consent, emergency contact detail, medical information or pick-up/drop-off arrangement is not provided to our reasonable satisfaction.
- (d) You must promptly notify us of any change to the information provided for a child or minor, including any change to medical information, emergency contacts or authorised pick-up persons.

3.3 PRE-PARTICIPATION OBLIGATIONS

- (a) Before entering the Venue or participating in any Services, you must:
 - (i) read and comply with these Terms and Conditions, our waiver, our privacy policy, our venue rules, any safety signage and any reasonable directions given by our staff;
 - (ii) ensure that you, and any child or minor for whom you are responsible, are fit and able to safely participate in the relevant activity;
 - (iii) tell us about any medical condition, injury, disability, allergy or other matter that may affect safe participation, or that may require us to provide assistance in an emergency, but you acknowledge that we are not medical practitioners, do not provide medical advice, do not assess your medical fitness to participate, and are entitled to rely on you to determine whether you, or any child or minor for whom you are responsible, are fit and able to participate safely;
 - (iv) wear appropriate clothing, footwear and protective equipment for the relevant activity; and
 - (v) comply with any third-party terms that apply to a booking platform, payment platform, event provider, school, club, organiser or other third party involved in the relevant Services.

- (b) You must not participate, or allow a child or minor for whom you are responsible to participate, if participation would be unsafe due to injury, illness, pregnancy, medical condition, fatigue, medication, alcohol, drugs or any other reason.
- (c) You acknowledge that any general question, conversation or check-in by our staff, coaches, contractors or representatives about your wellbeing, comfort, previous injury, recovery, goals or participation does not constitute medical advice, medical assessment, clearance to participate, or an assumption of responsibility by us for your health, medical condition or fitness to participate.
- (d) If you have any injury, illness, medical condition, pain, discomfort or uncertainty about whether you should participate, you must obtain advice from an appropriately qualified medical or health practitioner before participating.
- (e) We are not required to monitor, assess, diagnose, record, manage or determine your medical condition, injury status, rehabilitation progress or fitness to participate.

3.4 SAFETY, INSTRUCTIONS AND STAFF DIRECTIONS

- (a) You must:
 - (i) comply with all safety guidelines, venue rules, signage and reasonable directions given by our staff, coaches, contractors or representatives;
 - (ii) participate in any safety briefing or introduction we require before participating in any Services;
 - (iii) stop participating immediately and notify our staff if you feel dizzy, faint, unwell, injured, unsafe, or experience unusual pain or discomfort;
 - (iv) notify our staff immediately if you see an unsafe situation, damaged equipment, a hazard, or another person acting unsafely; and
 - (v) take reasonable care for your own safety and the safety of any child or minor for whom you are responsible.
- (b) We may refuse entry, suspend participation, cancel a booking, remove a person from the Venue, or restrict use of the Facilities if we reasonably consider this necessary for safety, operational, legal, insurance, behavioural or venue management reasons.

3.5 HEALTH AND CONDITION OF PARTICIPANTS

- (a) You warrant that you, and any child or minor for whom you are responsible:
 - (i) do not have any medical condition, injury or other condition that would make participation unsafe;
 - (ii) will not participate while under the influence of alcohol, drugs or illicit substances;
 - (iii) will not participate while ill, injured, feeling unwell or otherwise unable to safely participate;
 - (iv) understand that the Services may involve physical exertion and risk to health, even where no accident occurs; and
 - (v) will warm up appropriately and participate within your own ability and fitness level.
- (b) If you have any doubt about whether you, or a child or minor for whom you are responsible, should participate, you should obtain medical advice before participating.
- (c) We may refuse or restrict participation if we reasonably consider that participation may be unsafe.

3.6 VENUE USE AND CONDUCT

- (a) When at the Venue, you must:
 - (i) wear non-marking shoes on court areas;
 - (ii) not wear high heels or footwear that may damage the courts or flooring;

- (iii) wear clean, safe and appropriate clothing for the relevant activity;
 - (iv) comply with all safety glasses, protective eyewear and personal protective equipment requirements or recommendations notified by us;
 - (v) not bring food or liquids onto court areas unless we allow this;
 - (vi) not smoke, vape, consume alcohol, use drugs or possess illicit substances;
 - (vii) not bring weapons, glass, breakable objects or other prohibited items into the Venue;
 - (viii) not bring animals into the Venue, except assistance animals permitted by law;
 - (ix) not use abusive, offensive, threatening, discriminatory or disruptive language or behaviour;
 - (x) not endanger, obstruct, harass, intimidate or interfere with any person;
 - (xi) not damage, misuse or interfere with the Venue, courts, equipment, furniture, fittings or other property;
 - (xii) not enter any restricted or staff-only area unless authorised by us;
 - (xiii) follow all displayed signs and reasonable staff directions; and
 - (xiv) ensure that any child or minor for whom you are responsible complies with this clause.
- (b) You are responsible for any loss, damage, cost or expense caused by you, or by any child or minor for whom you are responsible, arising from wilful, reckless, negligent or unsafe conduct.

3.7 EQUIPMENT AND PROTECTIVE GEAR

- (a) You acknowledge that pickleball and related activities involve risks, including injury from balls, paddles, racquets, equipment, other participants, slips, trips, falls and collisions.
- (b) We strongly recommend that all participants wear safety glasses or protective eyewear when participating in pickleball or any other activity where there is a risk of eye injury, including where there is a risk of being struck by a ball, paddle, racquet or other equipment.
- (c) You acknowledge that if you choose not to wear safety glasses or protective eyewear, you do so at your own risk and you accept the increased risk of eye injury to the maximum extent permitted by law.
- (d) You acknowledge that eye injuries can occur in pickleball and related activities even where participants act reasonably and the Venue, equipment and Facilities are properly maintained.
- (e) You are responsible for deciding whether to wear safety glasses, protective eyewear or any other protective equipment. Our recommendation that safety glasses or protective eyewear be worn does not make us responsible for ensuring that you wear them.
- (f) If a child or minor for whom you are responsible does not wear safety glasses or protective eyewear, you accept the increased risk of eye injury to that child or minor to the maximum extent permitted by law.
- (g) You must use any equipment safely and only for its intended purpose.
- (h) You must not use any equipment or Facilities if you are unfamiliar with safe use, unless you have first asked our staff for guidance.
- (i) You must immediately stop using and report any damaged, unsafe or faulty equipment.

3.8 PERSONAL BELONGINGS

- (a) You are responsible for your own personal belongings while at the Venue.
- (b) To the maximum extent permitted by law, we are not responsible for any personal belongings that are lost, stolen or damaged at the Venue, including belongings left in storage areas, pigeonholes, lockers, bags, seating areas, courts, change areas, reception areas or common areas.

3.9 LOST PROPERTY

- (a) We may collect and store lost property for a limited period.
- (b) If lost property is not claimed within 10 days, we may donate, dispose of or otherwise deal with it as we reasonably consider appropriate.
- (c) We are not responsible for any lost property that is lost, stolen, damaged, disposed of or not claimed.

3.10 VISITORS, SPECTATORS, GUESTS, TRADESPEOPLE AND DELIVERY DRIVERS

- (a) These Terms and Conditions apply to all visitors, spectators, guests, parents, guardians, carers, tradespeople, delivery drivers, contractors and other entrants to the Venue, whether or not they participate in any activity.
- (b) You must not bring or invite another person into the Venue unless that person complies with these Terms and Conditions, the venue rules, signage and any reasonable staff directions.
- (c) We may refuse entry to, or require any visitor, spectator, guest, parent, guardian, carer, tradesperson, delivery driver, contractor or other entrant to leave the Venue if we reasonably consider this necessary for safety, operational, legal, insurance, behavioural or venue management reasons.

3.11 CARPARK AND SURROUNDING AREAS

- (a) If you use any carpark, driveway, walkway, loading area or surrounding area connected with the Venue, you do so at your own risk.
- (b) To the maximum extent permitted by law, we are not responsible for any loss, damage, injury or incident that occurs in any carpark, driveway, walkway, loading area or surrounding area, except to the extent caused by our gross negligence, reckless conduct or wilful misconduct.
- (c) You must comply with any signs, traffic directions, parking rules and staff directions that apply to those areas.

3.12 PHOTOGRAPHY, FILMING AND RECORDING BY ENTRANTS

- (a) You must not photograph, film, livestream, record or otherwise capture images, video or audio at the Venue without our prior consent.
- (b) You must not photograph, film, livestream, record or otherwise capture images, video or audio of any child or minor at the Venue unless you have our prior consent and the consent of that child's parent or guardian.
- (c) We may require you to stop photographing, filming, livestreaming or recording at any time.
- (d) You must delete any image, video or audio recording if we reasonably request this for privacy, child safety, operational or legal reasons.

4 INCIDENT REPORTING

- (a) You must notify our staff as soon as reasonably practicable if you, a child or minor for whom you are responsible, or any person included in your booking is involved in or becomes aware of an accident, injury, illness, near miss, hazard, unsafe conduct, property damage or other incident at the Venue.
- (b) For any critical incident, including serious injury, suspected concussion, hospital attendance, emergency services attendance, serious property damage, child safety concern or any incident that may give rise to an insurance claim, you must notify our staff immediately and complete and return any incident report form or other documentation we reasonably require within 24 hours of the incident.
- (c) For any non-critical incident, including minor injury, minor property damage, near miss or hazard report, you must notify our staff as soon as reasonably practicable and complete and return any incident report form or other documentation we reasonably require within 72 hours of the incident.

- (d) You must provide true, accurate and complete information in any incident report and must reasonably cooperate with any follow-up, investigation, insurance request or safety review.
- (e) Failure to report an incident or provide requested documentation within the required timeframe may affect our ability to investigate the incident, respond to safety issues or assist with any insurance-related matter.

5 BOOKINGS

5.1 BOOKINGS

- (a) You must book any court hire, coaching session, class, program, event, tournament, casual play session, social play session or other activity in the manner we require, including through our website, Pivot, Open Sports, another booking platform, email, SMS, telephone, social media, in person or any other method we approve.
- (b) Your booking is not confirmed unless and until:
 - (i) we or the applicable booking platform confirm the booking; and
 - (ii) you have paid any required fee, deposit or other amount payable for the booking.
- (c) You are responsible for ensuring that all booking details are accurate, including the date, time, number of participants, participant details, contact details, emergency contact details and any information relating to children or minors.
- (d) If you make a booking for another person, group, child or minor, you must ensure that each relevant person is made aware of these Terms and Conditions, the waiver, the privacy policy, the venue rules and any safety requirements before they enter or participate.
- (e) If you book or register for a session, class, program, event, tournament, casual play session, social play session or other activity involving other participants, whether through OpenSports, Pivot or any other booking or session-management platform we use from time to time, you acknowledge and agree that certain booking or participant details may be visible to us, the relevant platform, coaches, organisers and other participants in that session or activity.
- (f) The details that may be visible may include your name, booking status, session details and any other information reasonably necessary to manage, organise or conduct the session or activity. We will handle your personal information in accordance with our Privacy Policy.

5.2 ATTENDANCE AND MISSED BOOKINGS

- (a) You must attend at the date, time and location confirmed for your booking.
- (b) If you or any person included in your booking does not attend, arrives late, leaves early, or does not use all or part of the booking, the booking will be treated as used and no refund, credit or rescheduling will be provided, except where required by law or agreed by us in writing.
- (c) We may refuse participation if you arrive late and we reasonably consider that allowing participation would disrupt the session, affect safety, interfere with other participants or affect venue operations.

5.3 AVAILABILITY AND CHANGES

- (a) While we will use reasonable efforts to provide the Services, courts, coaches, sessions, equipment and facilities as advertised or confirmed, they may be unavailable, changed, cancelled, substituted, full or no longer offered from time to time.
- (b) We may change, cancel, suspend, substitute or reschedule any court, coach, session, class, program, event, tournament, casual play session, social play session, equipment or facility where we reasonably consider it necessary or appropriate for safety, operational, staffing, maintenance, legal, insurance, weather, emergency, low attendance, event management or other reasons beyond our reasonable control.

- (c) If we cancel a paid booking and cannot reasonably provide a substitute session, rescheduled booking or credit, we will provide any refund or other remedy required by the Australian Consumer Law.
- (d) We are not liable for any loss, cost, expense or inconvenience you suffer because a court, coach, session, class, program, event, tournament, casual play session, social play session, equipment or facility is full, unavailable, changed, cancelled, substituted or rescheduled, except to the extent required by law.

5.4 PUBLIC HOLIDAYS AND REDUCED OPERATIONS

- (a) You acknowledge that our opening hours, Services, coaching sessions, programs, events, court availability and facilities may be reduced or unavailable during public holidays, seasonal closures, maintenance periods, private events or other operational closures.
- (b) Unless we agree otherwise in writing or the Australian Consumer Law requires otherwise, you are not entitled to a refund, credit or fee reduction merely because our usual operating hours or usual Services are reduced or unavailable during those periods.

6 ACTIVITY RISKS AND PARTICIPANT RESPONSIBILITY

- (a) You acknowledge that pickleball, coaching, court hire, casual play, social play, tournaments, events, programs, venue use and related activities involve physical exertion and risk.
- (b) Before participating, you must consider whether your current skills, fitness, health, medical condition and physical condition allow you to participate safely.
- (c) If you believe an activity may be unsafe for you, you must not participate and must notify our staff or coach.
- (d) You acknowledge that participation may result in injury, illness, loss or damage, including:
 - (i) slips, trips and falls;
 - (ii) collisions with other participants, spectators, equipment, fixtures or surfaces;
 - (iii) being struck by a ball, paddle, racquet or other equipment;
 - (iv) eye injuries, including where safety glasses or protective eyewear are not worn;
 - (v) muscle strains, sprains, bruising, cuts, abrasions, cramps, fractures, broken bones, ligament injuries and other physical injuries;
 - (vi) aggravation of pre-existing injuries or medical conditions;
 - (vii) dehydration, heat-related illness, fatigue or overexertion;
 - (viii) equipment failure or misuse;
 - (ix) injury arising from another person's conduct; and
 - (x) serious injury, permanent disability or death.
- (e) If you sustain an injury, feel unwell, experience pain, or believe continued participation may worsen an injury or condition, you must stop participating immediately, notify our staff or coach and seek medical attention if required.
- (f) If you notice an unsafe situation, damaged equipment, a hazard, an injured person, or another person participating unsafely, you must notify our staff or coach as soon as possible.
- (g) You participate in the Services and use the Venue with knowledge of the risks involved and are responsible for participating within your own ability, fitness and experience.

7 EXTREME HEAT AND WEATHER

- (a) We may suspend, cancel, reschedule or modify any Services if we reasonably consider that heat, weather, power outage, ventilation, air conditioning failure or environmental conditions may affect safety or venue operations.

- (b) If we cancel a paid Service because of heat, weather or environmental conditions, we may offer a make-up session, rescheduled booking or credit, except where the Australian Consumer Law requires another remedy.

8 PAYMENT

8.1 FEES

- (a) You must pay all fees, charges and other amounts payable for the Services, products, bookings, equipment hire, venue hire or other items you purchase from us.
- (b) Fees must be paid at the time and in the manner we specify, including through our website, booking platform, payment provider, invoice, card payment, direct transfer, in person payment or any other method we approve.
- (c) Unless we agree otherwise in writing, bookings, products and equipment hire are not confirmed until payment has been received.

8.2 UPFRONT PAYMENT

- (a) Unless we agree otherwise in writing, you must pay for all bookings, Services, products and equipment hire upfront at the time of booking or purchase.
- (b) We may refuse entry, suspend participation, withhold products, cancel a booking or refuse to provide Services if payment has not been received.

8.3 INVOICES

- (a) If we issue an invoice to you, you must pay the invoice by the due date stated in the invoice.
- (b) If no due date is stated, you must pay the invoice within 7 days after the invoice date.
- (c) You must not set off, deduct or withhold any amount from an invoice unless we agree in writing or you are required by law to do so.

8.4 PAYMENT PROVIDERS AND BOOKING PLATFORMS

- (a) We may use third-party booking platforms, payment providers, card terminals, online payment systems, direct debit facilities, invoicing systems, merchant facilities, point-of-sale systems, payment links, apps, software providers or any other payment, booking or money collection facility to process bookings, payments, refunds, credits or other transactions.
- (b) Your use of any third-party booking platform, payment provider, card terminal, online payment system, direct debit facility, invoicing system, merchant facility, point-of-sale system, payment link, app, software provider or other payment, booking or money collection facility may be subject to that provider's own terms, conditions, fees, charges, rules and privacy policy.
- (c) To the maximum extent permitted by law, we are not responsible for any loss, delay, error, outage, failed payment, unauthorised transaction, security issue or other issue caused by a third-party booking platform or payment provider, or other payment, booking or money collection facility.
- (d) We may correct, or instruct a third-party booking platform or payment provider to correct, any error or mistake in relation to a booking, fee, payment or refund.

8.5 CARD PAYMENTS, BOOKING FEES AND TRANSACTION FEES

- (a) We do not charge a surcharge or any other additional fee for paying by debit, credit or prepaid card (including eftpos, Mastercard, Visa and American Express), whether you pay in person, online, through our website or through a booking platform.
- (b) We may charge booking fees, platform fees, administrative fees or other fees that apply regardless of how you pay. Any such fee will be disclosed before, or at the time, you make the booking or purchase.

- (c) Any fee charged by a third-party booking platform or payment provider is set by that provider under its own terms (see clause 8.4) and is not a surcharge charged by us.
- (d) If we accept a payment method that is not covered by the card surcharging rules (for example, a buy now, pay later service), we may charge a surcharge that does not exceed our reasonable cost of accepting that payment method, and we will disclose it before you pay. Nothing in this clause prevents us from offering a discount for paying by a particular method, where permitted by law.

8.6 GST

- (a) Unless otherwise stated, all fees and charges are inclusive of GST.

8.7 LATE PAYMENT AND DEBT RECOVERY

- (a) If you do not pay an amount by the due date, we may:
 - (i) suspend or cancel your booking, participation, account, access to the Venue or access to any Services;
 - (ii) refuse to provide further Services or products until all outstanding amounts are paid;
 - (iii) charge any dishonour, failed payment, chargeback, administrative or recovery fees we reasonably incur; and
 - (iv) recover the outstanding amount from you as a debt.
- (b) You must reimburse us for any reasonable costs we incur in recovering overdue amounts, including debt collection costs, legal costs and administrative costs.

8.8 GIFT VOUCHERS

- (a) Gift vouchers may be purchased and used only in the manner we specify.
- (b) Gift vouchers are not redeemable for cash and are non-refundable, except where required by law.
- (c) Unless stated otherwise at the time of purchase, gift vouchers expire 3 years from the date of purchase.
- (d) The expiry date and any conditions or restrictions on use will be stated on or provided with the gift voucher.
- (e) We will not charge post-supply fees for gift vouchers, except where permitted by law.
- (f) If we cease operating, close the Venue, sell the business, restructure, become insolvent, enter administration, liquidation or winding up, or are otherwise unable to honour a gift voucher, your rights will be limited to any rights you have against Team Pickleball Australia Pty Ltd under applicable law.
- (g) To the maximum extent permitted by law, no director, shareholder, officer, employee, contractor, coach, agent or representative is personally liable to refund, reimburse, honour or compensate you for any unused gift voucher.
- (h) Nothing in this clause limits any rights you may have under the Australian Consumer Law, insolvency laws or any other law that cannot be excluded, restricted or modified.

8.9 REFUNDS AND CREDITS

Refunds, credits, cancellations and rescheduling are dealt with in clause 16.

9 THIRD-PARTY PLATFORMS, GOODS AND SERVICES

- (a) Some Services, bookings, payments, communications, products, equipment, programs or events may involve third-party platforms, suppliers, manufacturers, payment providers, booking providers, event organisers, coaches, contractors or other third parties.
- (b) Your use of, or participation in, any third-party platform, product, service, booking system, payment system, event or program may be subject to that third party's terms, conditions, fees, policies and privacy practices.

- (c) You are responsible for reviewing and complying with any applicable third-party terms.
- (d) To the maximum extent permitted by law, we are not responsible for any loss, damage, delay, cancellation, error, outage, defect, warranty issue, payment issue, privacy issue or other issue caused by a third party, except to the extent caused by our own breach of these Terms and Conditions, negligence or wilful misconduct.
- (e) If a third-party supplier, manufacturer, booking platform, payment provider or event organiser provides a refund, credit, replacement, repair or other remedy, we will pass through that remedy to you where applicable and where we have received it for your benefit.
- (f) Nothing in this clause limits any rights you may have under the Australian Consumer Law.

10 PRODUCT SALES

- (a) We may sell products at the Venue or otherwise make products available from time to time, including paddles, equipment, accessories and other goods.
- (b) You must inspect products promptly after purchase and notify us within a reasonable time if you believe a product is faulty, damaged or not as described.
- (c) Some products may be supplied by third-party manufacturers or brands and may be subject to manufacturer warranties or warranty processes.
- (d) We may require you to provide proof of purchase, photographs, product details and other information reasonably required to assess a product issue.
- (e) Nothing in this clause limits your rights under the Australian Consumer Law.
- (f) **Personal use and hygiene products:** Due to hygiene, health and safety considerations, we do not accept returns or exchanges, or provide refunds, for change-of-mind purchases of personal-use items, including but not limited to socks, orthotics, insoles, compression garments and similar products once purchased. You are encouraged to carefully review product information and sizing before completing your purchase.

11 PROMOTIONS AND COMPETITIONS

- (a) We may run promotions, giveaways or competitions from time to time.
- (b) Each promotion or competition may be subject to separate terms.
- (c) Employees, contractors and their immediate family members may be ineligible to enter, unless we state otherwise.
- (d) Promotions run through social media platforms are not sponsored, endorsed or administered by those platforms unless expressly stated.

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

- (a) Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Team Pickleball Australia Pty Ltd ABN 68 679 545 629 trading as Kingston Pickleball Centre is required to ensure that the recreational services it supplies to you:
 - (i) are rendered with due care and skill;
 - (ii) are reasonably fit for any purpose which you, either expressly or by implication, make known to us; and
 - (iii) might reasonably be expected to achieve any result you have made known to us.
- (b) Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), we are entitled to ask you to agree that these statutory guarantees do not apply to you.
- (c) By accepting these Terms and Conditions, signing or accepting our waiver, making a booking, entering the Venue, or participating in any Services, you agree that your rights to sue us under the Australian Consumer Law and Fair Trading Act 2012 (Vic), if you are

killed or injured because the recreational services provided by us were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these Terms and Conditions and any waiver you accept.

NOTE: The change to your rights, as set out in these Terms and Conditions and any waiver you accept, does not apply if your death or injury is due to gross negligence on our 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic). Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy that cannot be excluded, restricted or modified under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, or any other applicable law.

13 LIABILITY, RISK AND INDEMNITIES

13.1 NO RELIANCE

- (a) You acknowledge that, before making a booking, purchasing any Services or products, entering the Venue or participating in any activity, you have satisfied yourself that the Services, products, Facilities and Venue are suitable for your needs and, where applicable, the needs of any child or minor for whom you are responsible.
- (b) You must not rely on us to assess whether you, or any child or minor for whom you are responsible, are medically, physically or otherwise suitable to participate in any Services.
- (c) Nothing in this clause limits any rights you may have under the Australian Consumer Law or any other law that cannot be excluded, restricted or modified.

13.2 ASSUMPTION OF RISK

- (a) You acknowledge that participating in pickleball, coaching, court hire, casual play, social play, tournaments, events, programs, venue use and related activities involves risks.
- (b) These risks include injury, illness, death, property damage, eye injury, slips, trips, falls, collisions, being struck by a ball, paddle, racquet or other equipment, overexertion, heat-related illness, dehydration, equipment failure, unsafe conduct by other people, and aggravation of pre-existing injuries or medical conditions.
- (c) You participate in the Services and use the Venue voluntarily and with knowledge of the risks involved.
- (d) You are responsible for taking reasonable care for your own safety and the safety of any child or minor for whom you are responsible.

13.3 LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, and subject to clause 12 and clause 13.3(c), our liability for any loss, damage, injury, claim, cost or expense arising out of or in connection with these Terms and Conditions, the Services, products, Facilities or Venue is limited as follows:
 - (i) we exclude liability for any indirect, special or consequential loss, loss of profit, loss of revenue, loss of opportunity, loss of goodwill or loss of data; and
 - (ii) for any other liability, our total aggregate liability is limited to the amount you paid to us for the relevant booking, Service or product giving rise to the claim.
- (b) To the maximum extent permitted by law, we are not liable for any loss, damage, injury, claim, cost or expense arising from:
 - (i) your failure to comply with these Terms and Conditions, venue rules, signage or staff directions;
 - (ii) your failure to wear safety glasses, protective eyewear or other recommended protective equipment;
 - (iii) your failure to participate within your own ability, fitness or experience;

- (iv) any pre-existing medical condition, injury or other condition;
 - (v) any act or omission of another participant, spectator, visitor, parent, guardian, contractor, delivery driver or other entrant;
 - (vi) any personal belongings that are lost, stolen or damaged at the Venue;
 - (vii) any third-party platform, supplier, manufacturer, payment provider, booking provider, event organiser, coach, contractor or other third party; or
 - (viii) any event or circumstance beyond our reasonable control; or
 - (ix) any gap, exclusion, excess, denial, delay, limitation or shortfall in any insurance cover, insurance claim, insurer payment or insurance recovery, whether held by you, us or any other person; or
 - (x) any claim, demand or recovery action made by an insurer, health fund, compensation provider or other third party seeking to recover amounts relating to any injury, loss, damage or incident, except to the extent caused by our gross negligence, wilful misconduct or liability that cannot be excluded by law.
- (c) Nothing in these Terms and Conditions excludes, restricts or modifies:
- (i) any rights you may have under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, the Australian Consumer Law and Fair Trading Act 2012 (Vic), or any other law that cannot be excluded, restricted or modified;
 - (ii) our liability for gross negligence where it cannot be excluded by law; or
 - (iii) our liability for wilful misconduct, fraud or any other liability that cannot be excluded by law.

13.4 EQUIPMENT, FACILITIES AND OTHER PARTICIPANTS

- (a) You acknowledge that, while we take reasonable steps to maintain the Venue, Facilities and equipment, equipment may fail, surfaces may become slippery or uneven, objects may be left in unsafe places, and other people may act carelessly or unpredictably.
- (b) You must immediately notify our staff if you become aware of damaged equipment, unsafe equipment, an unsafe surface, a hazard, an injured person or unsafe conduct.
- (c) You must not use any equipment, court, Facility or area that appears unsafe.

13.5 INDEMNITY

- (a) To the maximum extent permitted by law, you indemnify us and our directors, officers, employees, contractors, coaches, agents and representatives against any loss, damage, claim, cost, expense or liability arising from or in connection with:
 - (i) your breach of these Terms and Conditions;
 - (ii) your negligent, reckless, fraudulent, unlawful or wilful act or omission;
 - (iii) your misuse of the Venue, Facilities, equipment or products;
 - (iv) any damage to the Venue, Facilities, equipment or property caused or contributed to by you;
 - (v) any injury, loss or damage caused or contributed to by you to another person; or
 - (vi) any breach of these Terms and Conditions by a child, minor, guest, spectator, visitor, participant, group member or other person for whom you are responsible or for whom you made a booking.
- (b) Your indemnity is reduced to the extent that the relevant loss, damage, claim, cost, expense or liability was caused or contributed to by our negligence, gross negligence, wilful misconduct or breach of law.
- (c) Nothing in this clause requires you to indemnify us for any liability that cannot be indemnified by law.

13.6 NO PERSONAL LIABILITY OF DIRECTORS, SHAREHOLDERS AND PERSONNEL

- (a) You acknowledge and agree that all Services, products, bookings, venue access, communications and dealings are provided by Team Pickleball Australia Pty Ltd ABN 68 679 545 629 trading as Kingston Pickleball Centre, and not by any director, shareholder, officer, employee, contractor, coach, agent or representative in their personal capacity.
- (b) To the maximum extent permitted by law, you must not make or bring any claim, demand, proceeding or action personally against any director, shareholder, officer, employee, contractor, coach, agent or representative in connection with the Services, products, Facilities, Venue, these Terms and Conditions, any booking, any injury, any loss, any incident, any refund, any credit, any voucher, any prepaid session, any insurance matter, any liquidation, insolvency or winding up of Team Pickleball Australia Pty Ltd, or any matter relating to the business.
- (c) Any claim arising out of or in connection with the Services, products, Facilities, Venue, these Terms and Conditions, any booking, any injury, any loss, any incident, any refund, any credit, any voucher, any prepaid session, any insurance matter, or any matter relating to the business, must be made against Team Pickleball Australia Pty Ltd only, except to the extent that applicable law does not permit this restriction.
- (d) Nothing in this clause excludes, restricts or modifies any liability that cannot be excluded, restricted or modified by law, including any liability arising from fraud, wilful misconduct, personal wrongdoing, statutory breach, insolvent trading or any other liability imposed personally by law.

14 WARRANTIES AND AUSTRALIAN CONSUMER LAW

- (a) To the maximum extent permitted by law, all express or implied representations, warranties, guarantees and conditions relating to the Services, products, Facilities, Venue or these Terms and Conditions are excluded, except to the extent expressly stated in these Terms and Conditions.
- (b) Nothing in these Terms and Conditions excludes, restricts or modifies any guarantee, right or remedy you may have under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, the Australian Consumer Law and Fair Trading Act 2012 (Vic), or any other law that cannot be excluded, restricted or modified.
- (c) Under the Australian Consumer Law, you may be entitled to certain remedies, including a refund, replacement, repair, resupply or compensation, if there is a failure with goods or services we provide.
- (d) You acknowledge that:
 - (i) recreational activities involve risk and outcomes cannot be guaranteed;
 - (ii) we do not guarantee that you or any participant will achieve any particular sporting, fitness, skill, competition, health or performance outcome; and
 - (iii) we do not guarantee uninterrupted access to any court, session, coach, event, program, equipment, Facility, booking platform or Venue area.

15 PRIVACY CCTV, PHOTOGRAPHY, AND RECORDING

15.1 PRIVACY

- (a) We collect, use, store and disclose personal information in accordance with our Privacy Policy, which is available on request by emailing contact@kingstonpickleballcentre.com.
- (b) By making a booking, purchasing any Services or products, entering the Venue, participating in any Services, or allowing a child or minor for whom you are responsible to enter the Venue or participate in any Services, you acknowledge that we may collect personal information about you and, where applicable, any child or minor for whom you are responsible.
- (c) The personal information we collect may include names, contact details, booking details, payment information, emergency contact details, health or medical information you

provide to us, incident reports, photographs, images, video footage, audio recordings, CCTV footage and communications with us.

- (d) Nothing in this clause limits your rights under applicable privacy laws.

15.2 CCTV

- (a) CCTV may operate at the Venue.
- (b) CCTV may be used for safety, security, incident management, insurance, operational, legal and risk management purposes.
- (c) CCTV footage may be reviewed, used or disclosed where reasonably necessary for those purposes, including to our staff, contractors, insurers, legal advisers, law enforcement bodies, emergency services or other relevant parties.

15.3 PHOTOGRAPHY, FILMING AND RECORDING BY US

- (a) We may take photographs, video footage and audio recordings at the Venue and during Activities, programs, coaching sessions, competitions, tournaments, events and other Services.
- (b) We may use these materials for operational, safety, training, educational, promotional, marketing, social media, website, event and business purposes, subject to our Privacy Policy and any applicable consent requirements.
- (c) Unless you notify us otherwise in writing, you consent to us using identifiable photographs, video footage or audio recordings of you for promotional, marketing, social media, website, event and business purposes.
- (d) For participants under 18 years of age, we will not knowingly use identifiable photographs, video footage or audio recordings for promotional or marketing purposes unless consent has been provided by a parent or legal guardian.
- (e) You may withdraw consent for future promotional use by notifying us in writing at contact@kingstonpickleballcentre.com. Withdrawal will not affect materials already published or used before we receive the withdrawal.

15.4 PHOTOGRAPHY, FILMING AND RECORDING BY PARTICIPANTS AND VISITORS

- (a) You must not photograph, film, livestream, record or otherwise capture images, video or audio at the Venue without our prior consent.
- (b) You must not photograph, film, livestream, record or otherwise capture images, video or audio of any child or minor at the Venue unless you have our prior consent and the consent of that child's parent or guardian.
- (c) We may require you to stop photographing, filming, livestreaming or recording at any time.
- (d) We may require you to delete any image, video or audio recording if we reasonably consider this necessary for privacy, child safety, operational, legal, insurance or venue management reasons.

16 CANCELLATIONS, REFUNDS, AND CHANGES

16.1 CANCELLATION OR REFUSAL BY US

- (a) We may cancel, suspend, refuse, reschedule or vary any booking, Service, program, event, coaching session, court hire, equipment hire or venue hire if:
 - (i) you breach these Terms and Conditions;
 - (ii) you fail to pay any amount when due;
 - (iii) you or any person included in your booking acts unsafely, unlawfully, disruptively, offensively or in breach of our venue rules;
 - (iv) we reasonably consider cancellation, suspension, refusal, rescheduling or variation necessary for safety, staffing, operational, maintenance, insurance, legal, weather, emergency, low attendance or venue management reasons; or

- (v) an event occurs beyond our reasonable control.
- (b) If we cancel a paid booking and cannot reasonably provide a substitute booking, rescheduled session or credit, we will provide any refund or other remedy required by the Australian Consumer Law.

16.2 CANCELLATION OR CHANGES BY YOU

- (a) If you wish to cancel, reschedule or change a booking, you must do so in the manner and within the timeframe we specify for the relevant booking, Service, program, event, coaching session, court hire, equipment hire or venue hire.
- (b) Unless we agree otherwise in writing, cancellations, rescheduling requests or changes made outside the applicable timeframe may result in your booking being forfeited and no refund, credit or rescheduling being provided, except where required by law.
- (c) If you do not attend a booking, arrive late, leave early, or do not use all or part of a booking, the booking will be treated as used and no refund, credit or rescheduling will be provided, except where required by law or agreed by us in writing.

16.3 REFUNDS AND CREDITS

- (a) Refunds and credits are only provided where:
 - (i) required by the Australian Consumer Law;
 - (ii) expressly stated in the booking terms for the relevant Service; or
 - (iii) agreed by us in writing.
- (b) Any refund or credit may be processed through the same payment method or booking platform used for the original purchase, unless we determine another method is reasonably necessary.
- (c) Any booking fees, platform fees, administrative fees or third-party fees may be non-refundable, except where required by law.

16.4 PACKAGES, PASSES AND PREPAID SESSIONS

- (a) If you purchase a package, pass, credit bundle or prepaid sessions, the applicable expiry date, usage rules, transfer rules and cancellation rules will be as stated at the time of purchase or as otherwise notified by us.
- (b) Unless we agree otherwise in writing or the Australian Consumer Law requires otherwise, unused packages, passes, credit bundles and prepaid sessions are not refundable for change of mind, non-attendance, late arrival, failure to use before expiry, or change in personal circumstances.
- (c) If we cease operating, close the Venue, sell the business, restructure, become insolvent, enter administration, liquidation or winding up, or are otherwise unable to provide unused packages, passes, credit bundles, prepaid sessions, credits or similar entitlements, your rights will be limited to any rights you have against Team Pickleball Australia Pty Ltd under applicable law.
- (d) To the maximum extent permitted by law, no director, shareholder, officer, employee, contractor, coach, agent or representative is personally liable to refund, reimburse, honour or compensate you for any unused package, pass, credit bundle, prepaid session, credit, gift voucher or similar entitlement.
- (e) Nothing in this clause limits any rights you may have under the Australian Consumer Law, insolvency laws or any other law that cannot be excluded, restricted or modified.

16.5 SURVIVAL

Any clause that by its nature is intended to continue after a booking, purchase, attendance, participation, cancellation, expiry or termination will continue to apply, including clauses relating to payment, liability, indemnities, privacy, incident reporting, dispute resolution, notices, governing law and definitions.

17 DISPUTE RESOLUTION

- (a) If a dispute arises out of or in connection with these Terms and Conditions, the Services, products, Facilities or Venue, either party may give the other party written notice setting out reasonable details of the dispute.
- (b) After a dispute notice is given, the parties must use reasonable efforts to resolve the dispute in good faith.
- (c) If the dispute is not resolved within 14 days after the dispute notice is given, either party may commence legal proceedings.
- (d) Nothing in this clause prevents either party from seeking urgent interlocutory, injunctive or equitable relief from a court.
- (e) Nothing in this clause limits any rights you may have under the Australian Consumer Law or any other law that cannot be excluded, restricted or modified.

18 NOTICES

- (a) A notice or other communication under these Terms and Conditions must be in writing and in English.
- (b) We may give you a notice or other communication by:
 - (i) email to the email address you provide to us or use to communicate with us;
 - (ii) SMS to the mobile number you provide to us or use to communicate with us;
 - (iii) notification through any booking platform, account, app or online portal used for your booking or account;
 - (iv) publishing the notice on our website or at the Venue, where the notice is general in nature; or
 - (v) any other method we reasonably consider appropriate.
- (c) You may give us a notice or other communication by email to contact@kingstonpickleballcentre.com, unless we specify another method for a particular notice, request or process.
- (d) Unless the sender knows or reasonably suspects that the notice was not received, a notice will be taken to be received:
 - (i) if sent by email, 24 hours after it is sent;
 - (ii) if sent by SMS, 24 hours after it is sent;
 - (iii) if sent through a booking platform, app, account or online portal, 24 hours after it is sent or posted;
 - (iv) if published on our website or at the Venue, when it is published or displayed; and
 - (v) if replied to by the recipient, when the reply is sent,whichever occurs first.
- (e) If a notice is taken to be received on a Saturday, Sunday or public holiday in Victoria, or after 5:00pm on a business day in Victoria, it will be taken to be received at 9:00am on the next business day in Victoria.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of Victoria, Australia. You and we submit to the exclusive jurisdiction of the courts of Victoria and the courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms and Conditions, the Services, products, Facilities or Venue.

19.2 AMENDMENTS

We may update these Terms and Conditions from time to time by publishing the updated version on our website, booking platform, at the Venue, or otherwise making them available to you. Any other amendment must be agreed by us in writing.

19.3 WAIVER

A party does not waive a right, power or remedy under these Terms and Conditions unless the waiver is in writing. A failure or delay in exercising a right, power or remedy does not operate as a waiver.

19.4 SEVERANCE

If any part of these Terms and Conditions is wholly or partly void, invalid, illegal or unenforceable, that part is severed to the extent necessary and the rest of these Terms and Conditions continue in full force and effect.

19.5 ASSIGNMENT

- (a) You must not assign, transfer or otherwise deal with any of your rights or obligations under these Terms and Conditions without our prior written consent.
- (b) We may assign, transfer or otherwise deal with our rights or obligations under these Terms and Conditions where we reasonably consider it necessary for business, operational, restructuring, sale, insurance or legal reasons.

19.6 ENTIRE AGREEMENT

These Terms and Conditions, together with any booking terms, registration form, waiver, privacy policy, venue rules, signage, payment terms, platform terms and any other terms we provide or make available to you, set out the agreement between you and us in relation to the Services, products, Facilities and Venue.

19.7 COSTS

Except as otherwise stated in these Terms and Conditions, each party must pay its own costs and expenses in connection with these Terms and Conditions.

19.8 INTERPRETATION

In these Terms and Conditions, unless the context requires otherwise:

- (a) words in the singular include the plural, and the plural includes the singular;
- (b) a reference to a person includes an individual, company, partnership, trust, association, government body or other entity;
- (c) a reference to you includes any person who books, purchases, attends, enters, uses or participates in any Services or Facilities, including any participant, parent, guardian, spectator, visitor, contractor, delivery driver, tradesperson or other entrant to the Venue;
- (d) a reference to a child or minor means a person under 18 years of age;
- (e) a reference to a document includes that document as amended, updated or replaced from time to time;
- (f) headings are for convenience only and do not affect interpretation;
- (g) the words including, for example and similar expressions are not words of limitation;
- (h) no provision will be interpreted against a party merely because that party drafted or proposed it; and
- (i) a reference to \$ or dollars is to Australian dollars.

DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise:

Term	Meaning
Australian Consumer Law	means Schedule 2 to the Competition and Consumer Act 2010 (Cth).
Facilities	means the Venue, courts, playing areas, equipment, seating areas, reception areas, change areas, common areas, carpark areas, walkways and any other facilities we make available from time to time.
Fees	means any fees, charges, prices, costs or other amounts payable to us for any Services, products, bookings, equipment hire, venue hire or other items.
Laws	means any applicable statute, regulation, by-law, ordinance, subordinate legislation, mandatory code, court order or lawful requirement of any authority.
Personnel	means, in respect of a party, that party's officers, employees, contractors, subcontractors, coaches, agents and representatives.
Privacy Policy	means our privacy policy as published on our website or otherwise made available to you, as updated from time to time.
Services	means any services, activities, facilities, bookings, programs, events or products we provide or make available, including court hire, pickleball sessions, coaching, casual play, social play, tournaments, competitions, programs, events, venue hire, equipment hire, product sales and use of the Venue.
Terms and Conditions	means these terms and conditions, as updated from time to time.
Third-Party Terms	means any terms, conditions, fees, policies or requirements of any third-party platform, supplier, manufacturer, payment provider, booking provider, event organiser, coach, contractor or other third party involved in the Services.
Venue	means Kingston Pickleball Centre at 38/107 Wells Road, Chelsea Heights VIC 3196, or any other venue or location we notify to you from time to time.
we, us or our	means Team Pickleball Australia Pty Ltd ABN 68 679 545 629 trading as Kingston Pickleball Centre, and any related trading names or brands we notify to you from time to time and does not mean any director, shareholder, officer, employee, contractor, coach, agent or representative in their personal capacity.
you or your	means any person who books, purchases, attends, enters, uses or participates in any Services or Facilities, including any participant, parent, guardian, spectator, visitor, contractor, delivery driver, tradesperson or other entrant to the Venue.