

TERMS and CONDITIONS: The following terms and conditions apply to all users (**You**) of the facilities at the Icehouse at 105 Pearl River Road, Docklands, Victoria (**Icehouse**). By entering the Icehouse, You are deemed to have agreed these terms and conditions with Icehouse Melbourne Operations Pty Ltd (**Supplier**), the operator of the Icehouse.

1. You acknowledge that ice skating, ice skating lessons, speed skating, figure skating, ice hockey, curling, broomball, use of the gym facilities and equipment and other sporting and recreational activities at the Icehouse are dangerous and involve a significant degree of physical exertion and risk. You also acknowledge that the facilities may be unsupervised and that You participate in these activities at Your own risk and are responsible for Your own safety. If You do not currently undertake regular physical activity, You should seek medical advice before using the Icehouse facilities.
2. You agree that the Supplier will not be liable to compensate You for death or personal injury (as defined in the Fair Trading Act 1999). This exclusion of liability will not apply where the Supplier has been reckless as set out in the note below.

WARNING: If you participate in these activities your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

3. You authorise the Supplier to take all steps it considers reasonably necessary to protect Your welfare in the event of personal injury, including the administration of emergency first aid.
4. You consent to the Supplier photographing or filming You, or any minor or dependant accompanied by You, when in the Icehouse, for use for promotional purposes, including television, film, internet and all other forms of media, recording or reproduction, without any entitlement for any compensation or financial payment.
5. Your ticket remains the property of the Supplier, is not transferable and cannot be resold. It is valid only for the date/s shown.
6. You must comply with all signs or other directions of the Supplier. Your ticket or other right of access may be suspended or cancelled and access to the ice rinks and all other facilities and equipment at the Icehouse denied at the absolute discretion of the Supplier for non-compliance or for reckless or careless conduct.
7. Children must be at least 12 years of age to use the ice rink and at least 16 years of age to use the gym at the Icehouse, unless supervised by a responsible adult. Where You are responsible for children using the facilities at the Icehouse, You agree to be bound by these terms and conditions on their behalf and that You will directly supervise them at all times.

PRIVACY STATEMENT – See website icehouse.com.au for privacy statement.