

# **TREETOPS ADVENTURE GROUP**

## **TERMS & CONDITIONS**



All participants and spectators herein referred to as (“Guests”) must adhere to Treetops Adventure’s Terms and Conditions. These terms and conditions are applicable to all parks operating as Treetops Adventure locations (TA), and their respective park’s experiences, herein referred to as (“the Activity”). It is the responsibility of the main organiser, who is booking on behalf of their Guests, to ensure all Guests understand and accept these terms as part of the conditions of entry.

Please be advised that Treetops Adventure Parks are each owned by the following companies: Trees Adventure Pty Ltd, Canopy Adventure Pty Ltd, Canopy Adventure Yanchep Pty Ltd, Trees Yarramundi Pty Ltd, Trees Nowra Pty Ltd, Trees Yeodene Pty Ltd, TATPP Unit Trust, Trees Central Coast Pty Ltd, Trees Western Sydney Pty Ltd, Trees Newcastle Pty Ltd, Trees Pennant Hills Pty Ltd, Trees Coffs Harbour Pty Ltd, Trees Ku-ring-gai Pty Ltd. Purchases made for each park may display the above relevant listed company; and may not display ‘Treetops Adventure’ or ‘Hollybank Wilderness Adventures’ on the purchasers bank statement.

### **GENERAL CONDITIONS:**

1. All participants must have a digital waiver form, herein referred to as (“E-Waiver”), filled and signed prior to participating in the Activity. Participants Under 18 years of age, must have a guardian complete the form on their behalf. The E-Waiver will be emailed to the main organiser, as a separate email to the booking confirmation email. The E-Waiver email must be forwarded to all participants to allow them to complete the form prior to arrival. A draft version of each location’s waiver form can be found online.
2. The Activity may reach up to heights of 25m in the forest. Some risks include but are not limited to branch falls. Not all risks can be predicted and by participating you understand and accept there are inherent risks involved.
3. The Activity can include the following experiences. By agreeing to these terms and conditions, you and all Guests agree to adhere to each experience’s rules of participation (see ‘Experience Terms’):
  - a. Standard Sessions
  - b. Express Sessions
  - c. Extended Sessions
  - d. Zipcoaster
  - e. NetWorld
  - f. VertZone
  - g. KidZip
  - h. Zipline Tours
  - i. Segway Tours
  - j. Mountain Bike Hire
4. Prior to harnessing, all pockets must be emptied. This includes but not limited to:
  - a. Phone
  - b. Keys
  - c. Wallet
  - d. With the exception to required medication as approved by Management.

5. Lockers for small personal items are provided for all Guests to use. Treetops Adventure will not take responsibility for any damage or loss of personal items or clothing as a result of attending the park.
6. Participants are required to be dressed appropriately to participate:
  - a. Fully enclosed footwear from the ankle down with rigid soles are required.
  - b. Long hair tied back into a low bun.
  - c. Waists covered.
  - d. Remove or cover piercings.
  - e. Remove jewellery, such as watches, rings and large hoop styled or dangling earrings.
7. The Activity allows the use of phones and cameras, provided they are attached safely with a wrist strap or lanyard and are approved by the manager on the day. This includes GoPro's and other action cameras.
  - a. Recommended mounts include the elastic helmet mount strap, chest mount harness and wrist strap. Helmets with the adhesive mount are available for use but participants must provide the matching attachment to click into place.
8. Treetops Adventure reserves the right, in its absolute discretion, to refuse admission to the Activity, ban from entry to the Activity or remove from the Activity any person who:
  - a. Has been convicted of a criminal offence, which, in the opinion of Treetops Adventure is likely to affect the enjoyment of other visitors.
  - b. Has behaved in the Attraction in a manner, which, in the opinion of Treetops Adventure, has, or is likely to affect the enjoyment of other visitors.
  - c. Uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner, which may provoke a breach of the peace.
  - d. Does not follow the written or verbal safety instructions or behaves in a manner which may endanger the safety of the individual or other visitors in the Activity.
  - e. Is in non-compliance with safety rules and safety system as instructed by Treetops Adventure personnel.
  - f. Appears to be under the influence of drugs or alcohol.
9. No refunds or rescheduling will be payable by Treetops Adventure should any participant not be permitted to participate due to the above.
10. All participants must ensure they have met the correct supervision ratio prior to arrival. Treetops Adventure recommends adult, herein referred as, ("Grown-Up" or "Grown-Ups") supervisors who maintain a reasonable level of health due to the physical nature of the Activity. See 'Course Restrictions' section below for age restrictions and supervision requirements.
11. Smoking is not permitted at the Activity, near safety equipment or while wearing safety equipment, only in the designated area.
12. No running in the Activity.
13. No screaming whilst onsite in respect our wildlife and neighbours. We politely ask that all Guests keep the noise to a minimum.
14. Treetops Adventure maintains a pet free environment. The location of our parks is home to both native and wild species. For their protection, a limited interaction with domestic species of any kind is in place.
15. No equipment is to be taken past the check-in area. All equipment is to be removed prior to using the bathroom and must be fitted by a team member prior to continuing the Activity.
16. No drinking from cans due to risk from bees and wasps.
17. Keep to designated paths to prevent root compaction around our trees.
18. Pregnant women are not permitted to participate.

19. Weight restrictions apply to each experience/activity. We may weigh you for your own safety.
20. Treetops Adventure recommends people with pre-existing injuries or heart conditions do not participate. If participants have medical concerns, please consult a health professional before attending. If it safe to attend, please disclose any pre-existing injury or medical concerns on the E-Waiver, and let a team member know at arrival so we can better assist the participant if required.

#### **TREE ROPES COURSE CONDITIONS:**

1. Check-in is 15-minutes prior to the booked session. For all sites, please consider early arrival to allow for travel time to the Activity, finding parking, use of lavatories and the walk to the check-in desk.
2. Late arrivals: Treetops Adventure maintains strict session times. Participants who are late will be trained in the next available session and will be required to conclude at the end of their original session time. It is at the manager's discretion to allow any late persons to receive their full session. No refunds or credits will be issued for late arrivals.
3. All participants must be fitted into the safety equipment supplied by Treetops Adventure. Only the safety equipment supplied by Treetops Adventure may be permitted on the Activity.
4. Participants must only be fitted and checked by a Treetops Adventure instructor prior to attempting the Activity. All safety equipment must be returned to the reception area at the conclusion of the booked session.
5. All participants must undergo a safety briefing and/or complete the training course, prior to commencement of the Activity. This applies to all Guests who have previously participated, to ensure the safety of all Guests and Team Members.
6. Participants must act according to the provided training. If you are unsure at any time, please remain calm and seek assistance from a Treetops Adventure instructor.
7. The safety equipment must only be used as instructed, including the zipline or flying fox pulley.
8. Respect all equipment. Equipment must not be left on the ground or dragged through the dirt to help protect the safety equipment for future use.
9. All participants must attach themselves to the waiting line cables at the Home Tree(s) prior to attempting the Activity.
10. Follow the instructions of our team members at all times, who are here to keep you safe and assist you to have a safe and enjoyable session.
11. Maximum of 1 person per aerial activity/obstacle/challenge.
12. Maximum of 3 people per platform between each activity/obstacle/challenge.
13. Treetops Adventure understands that each participant will move through the Activity at their own pace and encourage safely overtaking at the platforms for all participants if able to do so.
14. Only 3-7yrs have access to the Junior and Junior Pro Courses (Yellow and Orange difficulty levels). There is strictly no Grown-Up (16+) or Adult access to the Junior or Junior Pro Courses.
15. Red must be completed prior to attempting the Black.
16. Black must be completed prior to attempting the Extreme Black.

## TREE ROPES COURSE - COURSE ACCESS AND RESTRICTIONS

1. After training, participants have approx. 2-hours to climb as many courses as they can during their session. This may be affected by but not limited to the individual's confidence and capabilities, the weather, the number of other climbers and their confidence or capabilities. On average 2 – 3 courses will be completed in this time on the higher courses. On the Junior Courses, participants complete the courses on an average of 8 or more times (depending on location).
2. Participants can choose a starting course, based on their age, ability, weather and other course restrictions. Attempting the Expert Level as a starting course is at the discretion of Treetops Adventure Team Members only.
3. **Requirements for 3 – 7 years**
  - a. This age group has access to Junior and Junior Pro courses only
  - b. This age group must have a Adults supervising from the ground at all times. There is strictly no Grown-Up (16+) or Adult access to the Junior and Junior Pro courses.
  - c. Treetops Adventure requires an onsite non-paying Adult to attend as a supervisor, allowing other paying Grown-Ups to supervise other children participating on the higher levels. .
  - d. Entry is free for spectators and ground supervisors with the exception of the following locations:
    - i. Yanchep National Park: For entry fees, please visit the Department of Biodiversity, Conservation and Attractions – Know Your Fees webpage. <https://parks.dpaw.wa.gov.au/know/park-entry-fees>
    - ii. Shoalhaven Zoo and Nowra Park: Tickets to Treetops Adventure Nowra does not include entry to Shoalhaven Zoo. Discounts for zoo entry is available to our Guests.
  - e. There is strictly no Grown-Up(16+) or Adult access to the Junior and Junior Pro Courses. Verbal and/or physical assistance can be offered from the ground by supervisors. If on-course assistance is required, please speak to a Treetops Adventure team member.
4. **Requirements for 8-10 years:**
  - a. 1 participating Grown-Up is required per up to 4 children.
  - b. The supervising Grown-up must be 16yrs or over and is required to actively participate on the course with this age group. .
  - c. 8 – 9 year olds may access the Green and Blue Courses only.
  - d. 10 year olds may access the Green, Blue and Red Courses only.
  - e. Groups who have children in both these age groups are recommended to have an additional Grown-Up participating to give 10 year olds (who have sufficient time) the opportunity to participate in a higher course with one Grown-Up, while the other Grown-Up continues with the 8 – 9 year olds on the lower courses.
  - f. A ticket is required for all p Grown-Ups **Requirements for 11-15 years:**
  - g. This age group has access to Green, Blue, Red, Black Courses only.
  - h. Red must be completed prior to attempting the Black or at a Team Member's discretion.
  - i. Treetops Adventure requires having an onsite adult supervising from the ground onsite whilst they participate.
  - j. This age group does not qualify as a Grown-Up supervisor for younger ages.
5. **16 years and over**

- a. Has access to Green, Blue, Red, Black Courses Red must be completed prior to attempting the Black course at our team member's discretion.
- 6. Courses are graded according to difficulty, with strict age restrictions for participants under 16 years old. Some of the courses may require a level of ability above that of the participant. Only Treetops Adventure Team Members have the discretion to allow or restrict access to any participant should they wish to attempt a course, irrespective of their age or height, but based on the participant's individual capabilities.
- 7. The following combination are the average Child (8-15) and Grown-Up courses completed during a session:
  - a. Green and Blue
  - b. Green, Blue and Red.
  - c. Blue and Red
  - d. Blue, Red, Black
  - e. Red, both Blacks.
- 8. If you have concerns on your personal ability to complete a course, please seek recommendations from a Treetops Adventure Team Member. We generally recommend:
  - f. Junior & Junior Pro Courses
    - i. 3 – 7 years
  - g. Green Courses
    - i. For participants not yet confident with heights
    - ii. Who have not previously climbed at Treetops Adventure
  - h. Blue Courses for participants
    - i. Who have some confidence with heights
    - ii. A reasonable level of fitness
  - i. Red Courses for participants
    - i. Who are very confident with heights
    - ii. And maintain a higher level of fitness including upper body strength.
  - j. Black Course only to participants
    - i. Who are of the correct age
    - ii. And completed the Red Course demonstrating the appropriate strength required for the black.

## NETWORLD CONDITIONS

1. Participants must be at least 3 years old in order to participate.
2. Treetops Adventure requires supervision at all times at the following ratios
  - a. Junior (3-7): 1 participating Grown-Up per up to 15 children
  - b. Child (8-10): 1 participating Grown-Up per up to 15 children
  - c. Child (11-15): 1 Adult per up to 15 children, supervising from the ground at a minimum.
3. Sessions run for approx. 2 hours (includes approximately 5 minutes for the safety lesson).
4. You must:
  - a. Display a valid wristband at all times to enter Network
  - b. Obey rules and capacity limits displayed in each area
  - c. Keep a safe distance to avoid collisions (2 metres around you)
  - d. Treat others with care
5. It is strictly FORBIDDEN to:

- a. Climb up nets and treehouse or access any part of the park that you cannot walk to
- b. No acrobatics allowed including somersaults and flips that could result in you landing on your head, back, neck or any part of your body or someone else that could be damaged
- c. Push people around or up, throw someone up or around, give a leg up or carry anyone on your shoulders.

### **ZIPCOASTER CONDITIONS**

1. Participants **MUST** weigh more than 25kg to participate.
2. Children (8-15) must have an Adult with them at all times. Unless participating, there is no fee or ticket required for this supervising adult.
3. Zipcoaster Xpress: entitles participants to multiple rides within the session (approx. 1hr)

### **ZIPLINE TOUR CONDITIONS**

1. Duration: Approx. 2.5-hours.
2. Tour Size: 2 – 12 guests.
3. Day Tour Minimum Age: 3-years
4. Twilight Tour Minimum Age: 13-years
5. Minimum age to fly without an adult supervisor: 13-years.
6. Participants under 35kg and/or under 8yrs old will be required to fly in tandem.
7. Maximum weight limit: 135kg (solo/tandem).
8. We may weigh you for your own safety.
9. The tour has been designed for persons of average and above level of health/fitness and a capacity to understand basic instructions.
10. This tour has not been designed for individuals with spinal conditions (including neck) or suffering from vertigo
11. A guest should seek medical advice from their doctor should there be any doubt as to their ability to safely accommodate the stresses associated with the Zipline Tour.

### **SEGWAY TOUR CONDITIONS**

1. Duration: Approx. 1.5-hours.
2. Tour Size: 2 – 5 people.
3. Minimum Age: 13 years.
4. Weight limit: 45 – 117kg. We may weigh you for your own safety.
5. Segways are an adventure activity and falls may occur. Safe riding may be impacted for individuals with minor physical or mobility issues
6. The tour has been designed for persons of average and above level of health/fitness and a capacity to understand basic instructions
7. Training is provided. Participants must be comfortable being on their feet for at least one hour and be agile to step on and off the Segway unassisted
8. Indication you may be able to participate: Walking up and down a flight of stairs unassisted by the rail, walking stick or another person
9. This tour has not been designed for individuals the risk of osteoporotic fractures or where a fall may increase the severity of a pre-existing medical condition.
10. A guest should seek medical advice from their doctor should there be any doubt as to their ability to safely accommodate the stresses associated with the Segway Tour.

### **MOUNTAIN BIKE HIRE CONDITIONS**

1. A hire agreement form must be filled and sign during check-in. The following conditions are included:
  - a. Participants must wear a helmet at all times when riding.
  - b. Participants must follow track signage and stay on the designated Mountain bike/Multi Use tracks at all times.

- c. Riders under the age of 18 years must have a guardian sign a waiver form on their behalf.
- d. Children aged 15-17 can hire mountain bikes provided their guardian stays 'on site' within the Hollybank Reserve.
- e. Children aged less than 15 cannot ride on their own and must be accompanied by an adult
- f. Return bike and accessories to the starting point, within the allotted hiring period.
- g. Bikes and accessories are the responsibility of the hirer until returned to Hollybank Wilderness Adventures, if any equipment is stolen, the hirer will then be charged the documented replacement price for each item. Any damage beyond normal wear and tear will be charged for, including the cost of replacement parts and labour.
- h. I acknowledge that if I wear my own Personal Protective Equipment (PPE), Or add any additions. I do so at my own risk and do not hold Hollybank Wilderness Adventures liable for any injuries that may occur as a result.

### **NEXT LEVEL ADVENTURE PARK**

Next Level Park is an urban high ropes course and is part of the Treetops Adventure Group. Please refer to the Next Level Park website for information on this park, and to view its Terms and Conditions: <https://nextlevelpark.com.au/terms-of-use/>

### **TREEHUT - CENTRAL COAST ONLY**

1. There is a maximum of 30 people permitted in the TreeHut at any given time. Children under the age of 13 must be accompanied by at least one Grown-Up whilst in the TreeHut. There is no pram or wheelchair access into the TreeHut.
2. TreeHut hire entitles Guests to 3-3.5hr use (2.5hrs Tree Ropes or 2hr NetWorld session, plus 1hr after your session).
3. All items must be located away from the balustrades at all times, to prevent items falling on other park users (eg: cameras, sunglasses, cutlery etc.) and to avoid the likelihood of children using items to climb over the balustrade.
4. All food, drink, cutlery, crockery, tablecloths, cleaning materials and all other equipment are to be provided by the group.
5. All rubbish and recycling is to be completely removed from the TreeHut, the park and the forest by the group. It is the responsibility of the person making the booking to ensure all rubbish is completely removed.

### **PARTY ROOMS – THE HILLS ONLY**

1. Standard Session (2.5hr climb), 3.5hr party space hire (2.5hr session plus 1 hour after the climb)
2. Minimum booking 8 people. Maximum 30 people per space. Each party space can only seat 25 people.
3. Juniors (3-7) and Children (8-15) must be accompanied by at least one Grown-Up whilst in a party space. There is pram and wheelchair access into the party spaces.
4. All food, drink, cutlery, crockery, tablecloths, cleaning materials and all other equipment are to be provided by the group.
5. All rubbish and recycling is to be completely removed from the Party Rooms, the park and the forest by the group. It is the responsibility of the person making the booking to ensure all rubbish is completely removed.

### **CANCELATION POLICY**

1. Treetops Adventure is a most-weather event and operates rain, hail or shine. Treetops Adventure will close during electrical thunderstorms and/or strong winds in the immediate local area. This will be at the discretion of Treetops Adventure.
2. Cancellations made 10 or more days in advance of the scheduled booking date, will receive a full refund or free reschedule, including group booking deposits.
3. Cancellations made between 2-10 days from the scheduled booking date will be entitled to a 50% refund or incur a 20% reschedule fee to move the date.
4. Cancellations made within 0-2 days of the booking or no shows will forfeit the entire booking, with no refunds or rescheduling available.
5. In the event that Treetops Adventure cancels prior to the start of your session for any reason, you will be informed immediately. You will be entitled to a full refund or reschedule to a new date.
6. In the event you have already started your session and Treetops Adventure is forced to close the park, and you are less than halfway through the session, you will be entitled to a free reschedule.
7. Forced Majeure Clause: Should events beyond the reasonable control of Treetops Adventure, including but not limited to acts of God, war, strikes or labor disputes, airline flight cancellations, terminated stays, infectious disease such as SARS and COVID-19, government regulation or advisory, disaster, fire, earthquakes, hurricanes, or any other cause reasonably beyond Treetops Adventure's control, Treetops Adventure maintains the right to cancel any booking, providing written notification to the Guest and credit the booking back to the Guest.

## **GIFT VOUCHERS**

1. Valid for 3 years from the date of purchase.
2. Are not transferable or redeemable in cash in part or whole.
3. Treetops Adventure reserves the right to refuse a Gift Voucher once it has expired.
4. Act as a form of payment and are not a confirmation of a booking. Recipients are required to make an online booking, where they will be prompted to enter their unique Gift Voucher Code during the payment section of the booking process.
5. The standard booking cancellation policy will apply after the Gift Voucher has been redeemed. See above 'Cancellation Policy' for further details.
6. Treetops Adventure only accepts Treetops Adventure vouchers or vouchers from authorised partners.