

## **Waiver Page / terms and conditions**

### **PARTICIPATION WAIVER AND RELEASE OF LIABILITY**

#### **Acknowledgement of Risk:**

I, hereby acknowledge and agree that participating in a multi sports simulator and related activities at Active Lambeth, involves inherent risks and dangers of accidents, injury, and physical harm. These risks may result from the nature of the activity, the actions of others, or a variety of other causes. I understand these risks and agree to assume all responsibility for any injuries or damages that I might incur during my participation in these activities.

#### **Waiver and Release of Liability:**

In consideration of being permitted to participate in multi-sport simulation activities at Active Lambeth, I, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, hereby release, waive, discharge, and covenant not to sue Active Lambeth, its officers, directors, employees, agents, affiliates, members, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

#### **Indemnification:**

I also agree to indemnify and hold harmless Active Lambeth from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my participation in said activities, whether caused by negligence of the releasees or otherwise.

#### **Acknowledgement of safety rules:**

I agree to observe and obey all posted rules and warnings which are intended to protect the players, spectators and other guests. I further agree to follow any oral instructions or directions given by Active Lambeth, or the employees, representatives, or agents of Active Lambeth.

#### **Acknowledgement of Terms and conditions:**

##### **Rules and Regulations:**

- No more than 8 person per room
- No children under the age of 13 allowed without supervision from an adult
- Pricing includes equipment rentals. this does not include Golf
- Gameplay is 45 minutes, Each session starts on the hour for 45 minutes of gameplay. This allows a smooth change over to take place between bookings.

- If you are late to your session, we cannot guarantee you will be able to play for the full duration purchased. Your gameplay time will either be reduced or cancelled with no refund due as to not impact on other bookings.
- you are aged 18 or over.
- If you have purchased a discounted session (senior / Student) you must provide proof during the check in process to be eligible to play (valid NUS / Freedom pass)
- If one member or more has a discount applied to their booking, they will be required to supply proof. Any person in the booking that is not eligible for a discount will be required to pay the full price for that session.
- any participants aged under 14 must be accompanied by a parent, guardian, or designated responsible adult over 18.
- children under 4 cannot participate
- all participants are in good health & physically fit to take part in all activities
- any person with epilepsy or other conditions sensitive to light or sound, back or neck injuries, high blood pressure and /or heart conditions do not play the Simulator.
- It is the responsibility of the participants (parents or guardians) to ensure that children are supervised in such a way as to avoid the possibility of any accident or injury. Real equipment is used such as bats, arrows & balls that may cause injury / harm if parental supervision is not carried out correctly.
- appropriate footwear must be worn when playing the simulator. Flip-flops, sandals, open toed shoes and high heeled shoes are not classed as appropriate footwear.
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- No drugs permitted on the premises  
No smoking or vaping
- No glasses, loose jewellery or phones to be worn whilst playing.
- If pregnant the recommendation is not to play the Sports Simulator.
- Do not play the simulator if injured.
- All simulator reservations are based on an 55 minute reservation, you will not be guaranteed to be booked for additional hours. If you think you require more time, please reserve for more than 55 minutes when booking or extend during a session if following session is available.
- Reservations will only be held for 15 minutes past the reservation time, after 15 minutes the reservation will be cancelled, and no refund will be issued. Lane reservation will start at the scheduled reservation time, not the time simulator started if players show up late.
- Be respectful of other guests
- Customers are financially responsible for any damage caused by failure to follow the directions of the Rules and Regulations.  
Report any accidents immediately.

## **Acknowledgment of Simulation rules during gameplay**

- Real equipment is used such as bats, arrows & balls that may cause injury / harm if parental supervision is not carried out correctly.
  - appropriate footwear must be worn when playing the simulator. Flip-flops, sandals, open toed shoes and high heeled shoes are not classed as appropriate footwear.
  - all participants are in good health & physically fit to take part in all activities
  - any person with epilepsy or other conditions sensitive to light or sound, back or neck injuries, high blood pressure and /or heart conditions do not play the Simulator.
  - It is the responsibility of the participants (parents or guardians) to ensure that children are supervised in such a way as to avoid the possibility of any accident or injury.
  - Only one person should be present in the hitting area at a time.
  - Everyone **MUST** keep a safe distance and keep watch of the person playing the activity.
  - Players are responsible for the equipment inside the simulator.
  - No swinging clubs outside of the simulators for safety reasons.
  - Before you swing a club or bat, ensure you check your surroundings to ensure no one, or obstacle is within your range of swing / bat.
  - Always Be aware of your backswing and follow-through.
  - Your shot must be directed towards the hitting screen.
  - Swinging / batting should always take place near the hitting area of the mat.
  - Be alert of where you stand or walk and stay out of someone's range of swing.
  - The person in the playing area should always be facing the projection screen,
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- Please ensure you have **CLEAN SHOES**
  - During winter months, no shoes worn outside are allowed in the hitting area. Please bring a clean pair of dry shoes.
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- Keep food and drinks at the provided tables. **NO FOOD OR DRINK INSIDE SIMULATOR** area or near the computer at any time!
  - Select a sports bat/racket/stick that you can comfortably hold and swing without letting go. Ensure that the sports bat/racket/stick is fit for purpose before playing with it, check there are no sharp edges, cracks or similar that could cause damage to you or the surroundings.
  - Do not play the Simulator if heavily intoxicated or under the influence of drugs.
  - If at any point you feel unsafe or uneasy in the playing area, ask the closest person to the user interface to pause the game and step out of the playing area safely.
  - If at any point you feel under immediate danger, ask the closest person or personally press the emergency stop (red button) on the simulator and seek a member of staff for help before continuing.
  - During game play select the appropriate level to play against, if you have never or in a long time played the sport select Beginner level. If you are a professional

athlete, then select higher level. If you are unsure at what level to start at select Beginner level.

- We would love for you to be able to finish your “last game”, but if another group is booked after you, we will transition the simulator to the next group promptly at the end of your booking time.
- Failure to abide by any of the above procedures may result in the cancellation of the remainder of your paid simulator time without compensation.

Age restrictions:

- If the participant is less than 18 years of age, this waiver must be co-signed by a parent or guardian. Participants aged 10-13 must be accompanied by a parent, guardian, or designated responsible adult over 18 to use the sports simulator at active Lambeth.
- Participants aged 14-17 do not require parental or guardian supervision but must have a signed liability waiver to use the sports simulator at active Lambeth. In all circumstances listed above, the parent or guardian agrees to be bound by the conditions in the liability waiver on behalf of the minor.

Acknowledgement of Health and Fitness:

- I declare that I am physically fit and have no condition or illness that could prevent my participation in these activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in these activities.

Acknowledgement of Understanding:

- I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I also understand if I purchase a ticket for the use of the sports simulation technology and equipment at active Lambeth on behalf of another person, I and that other person both agree that you make that purchase as the authorised agent of that other person so that he/she will be bound by these conditions.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ENTERING THIS FACILITY AND DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR: I represent that I am duly qualified as the parent or legal guardian or authorized custodian the above listed persons (hereafter the “Minor”) and that I have the authority to execute this Agreement on behalf of the Minor. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless The Released and Indemnified Parties for any claims that the Minor may now have or may arise in the

future during the Claim Period against any of The Released And Indemnified Parties arising on the Premises. I further agree that if it is determined that I am not the parent or legal guardian or legal custodian of the Minor, or that I did not have the authority to sign the Agreement on behalf of such Minor, I will nevertheless personally defend and indemnify The Released and Indemnified Parties for and from any Claim arising from Minor's participation in activities at the Premises.

I HEREBY ACKNOWLEDGE (1) THAT THIS DOCUMENT IS VALID AND MAY BE ENFORCED IN THE SAME MANNER AS A HAND-SIGNED DOCUMENT THAT EXISTS IN PHYSICAL FORM. I ALSO EXPRESSLY ACKNOWLEDGE THE VALIDITY OF THIS DOCUMENT. I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID OR IS UNENFORCEABLE BASED ON THE FACT THAT I HAVE NOT PUT PEN TO PAPER.

**By booking this activity I accept the terms**

Last updated: January 2025