



Jungle Studios Australia  
Orange, NSW  
North Richmond, NSW  
0415 658 265

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## Jungle Studio Waiver, Regulations & Privacy Policy

SR Project Management Pty Ltd T/A Jungle Studio  
ABN: 13 636 841 739  
168 March Street, Orange NSW 2800  
0415 658 265

### Release of Liability, Waiver of Claims, Assumption of Risk

By agreeing to this document you will waive certain legal rights, including the right to sue. You are advised that pole dancing and aerial fitness training are dangerous activities with obvious risks as defined by the Civil Liability Amendment (Personal Responsibility) Act 2002 (NSW).

You acknowledge that you are participating at your own risk.

#### DEFINITIONS:

1. In this agreement:
  1. the terms "pole dancing" and "aerial fitness" include but are not limited to pole dancing training, hoops training, lyra training, silks training, hammock training, sling training, aerial yoga, suspension fitness, acrobatics training, strength training, flexibility training, dance classes, dance performances, training for assisting and spotting fellow students, assisting and spotting fellow students, and general fitness classes and services provided by Jungle Studios Australia;
  2. the term "injury" shall refer to all forms of physical, mental and emotional injury in any way related to pole dancing and aerial fitness including but not limited to death, fractures, strains, lacerations, dislocations, heart failure, stroke, concussion or other brain injury, heat illness, dehydration, trauma and anxiety.

#### WAIVER AND RELEASE OF LIABILITY

I, the account holder, hereby acknowledge and agree to the following as a condition of my participation in pole dancing and aerial fitness activities provided by SR Project Management Pty Ltd T/A Jungle Studio:

1. Pole dancing and aerial fitness are activities with inherent dangers and risks, including the risk of injury and death;
2. There is the potential for risks and dangers involved in pole dancing and aerial fitness which may not be obvious or reasonably foreseeable at all times;
3. I have consulted with my physician with respect to any past or present injury, illness, pregnancy or other health related condition of any kind whatsoever that may affect my ability to safely participate in pole dancing and aerial fitness;
4. I understand that pole dancing and aerial fitness may involve strenuous bodyweight exercises, inverted exercises and physical assistance/spotting by instructors and fellow students, and that it is my right to refuse participation at any time during my class or training session;
5. I understand that should I feel lightheaded, dizzy, nauseous or experience pain or discomfort, I am to immediately cease the activity and inform my instructor;
6. I understand the dangers associated with the consumption of alcohol or any mind-altering drugs before and during pole dancing and aerial fitness and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take any drugs prohibited by law or any drugs which



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my physician has advised may affect my ability to participate in pole dancing and aerial fitness before or during any activities provided by SR Project Management Pty Ltd T/A Jungle Studio;

7. I will follow the directions of any instructor at SR Project Management Pty Ltd T/A Jungle Studio and understand that any misconduct or refusal by me to follow any direction of an instructor may result in the cancellation of my lesson and my immediate removal from the class. This includes any refusal to be assisted and/or spotted by my instructor during activity, or to use safety mats as directed;
8. I give permission for SR Project Management Pty Ltd T/A Jungle Studio staff and instructors to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred;
9. I understand that SR Project Management Pty Ltd T/A Jungle Studio is not responsible for the safekeeping of any of my personal belongings whilst I attend class, nor for the safekeeping of any of my personal items left at the SR Project Management Pty Ltd T/A Jungle Studio premises by me;
10. I agree to waive any and all claims and causes of action that I or my personal representatives may have now or in the future against SR Project Management Pty Ltd T/A Jungle Studio and its principals, agents, employees, instructors and volunteers for any personal injury, property damage or wrongful death arising out of participation in pole dancing and aerial fitness, including those allegedly attributed to the negligent acts of the above-mentioned parties.
11. I agree to hold harmless and indemnify SR Project Management Pty Ltd T/A Jungle Studio and its principals, agents, employees, instructors and volunteers from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in any program, activity or service provided by the above named parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.
12. In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the State of New South Wales, the remaining portions will not be invalidated and shall remain in full force and effect.

**By clicking agree below, you agree to the above waiver terms, regulations, policies and procedures.**



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## Acknowledgement of Studio Regulations and Privacy Policy

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### 1. LAW OF THE JUNGLE

#### *1.1 What rules apply to our studio?*

##### *Respecting our equipment*

You are responsible for using our studio and equipment correctly and with respect, including hygienically wiping down after use and returning equipment to its designated spot.

If you are not sure how to operate any equipment or unsure of the appropriate clothing to wear, please ask our staff before you use it. Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence.

As a courtesy to other members, please:

- use a clean towel when you use equipment, including exercise mats
- Use hygienic wipes to clean all equipment used and put equipment away after use
- keep phone calls to an absolute minimum or take them in the waiting area

Note also that you may use a camera in our studio but you must not record others without their written permission first.

##### *Taking care in wet areas*



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The studio has a shower you may use. However, note that these areas are unsupervised and you use them at your own risk. You must follow all signs. Please also supervise children closely.

#### *Keeping your belongings safe*

We provide lockers you can use while exercising but these are not security lockers. Do not bring valuables into the studio or leave them unattended. If you do, it is at your own risk and the studio, staff and other members associated with the studio will not be held responsible for any damage or missing items.

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the studio, even if someone removes them from your locker.

If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

#### *Wearing suitable clothes*

All members and guests must wear suitable clothes and footwear. We do not allow clothes with offensive images or inappropriate advertising.

#### *Aerials Clothing - Silks and Hammocks*

All members and guest students are required to wear full length leggings or full length stockings with shorts or leotard and a shirt with sleeves long enough to cover the armpits and torso. This is for safety against skin burn as well as hygiene and material durability.

#### *Aerials Clothing - Hoops*

All members and guest students are required to wear 3/4 or full length leggings or full length stockings with shorts or leotard and a shirt long enough to cover their torso. This is for safety against skin burn and abrasion as well as hygiene and tape durability.

#### *Pole Clothing - Foundation & Skills Classes*

All members and guest students are required to wear shorts or short leggings depending on their skill level. For beginners, up to 3 inches above the knee will be required to adequately perform moves. For levels above this, bike shorts or shorter depending on your level. Any comfortable shirt and/or sports crop is suitable.

This is for safety so your skin can grip to the pole and assist you to hold your moves.

#### *Pole Clothing - Choreography*

All members and guest students can wear the same as the above mentioned clothing in addition to full length leggings and pole high heels. Any items of clothing are suitable for choreography classes, as long as the majority of your breasts are covered and your pole shorts adequately cover your genitals.

#### *No No List*

The following items and clothing are NOT ALLOWED on any equipment (no exceptions):

1. NO zippers, studs or other metal or sharp items on clothing
2. NO jewellery, especially on wrists, ankles, toes, fingers or around the neck. Earrings, belly, nipple and dermal piercings are allowed as long as they do not have any sharp edges or are taped to prevent catching



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on fabrics or scratching poles and hoops. If you wear any jewellery that an instructor deems unsafe for the above reasons, you will be asked to remove them or tape them before continuing with your class.

3. NO shoes are to be worn within any studio room (except waiting rooms), especially on crash mats or tumbling mats (Pole Heels are an exception to the rule for choreography classes or if otherwise advised by an instructor, but are still not allowed on crash mats or tumbling mats).
4. NO G-Strings or Pasties allowed to be worn as your 'dance wear' at the studio (unless otherwise stated for special events only). Breasts and genitals to be sufficiently covered within the studio and during class (as we have underage students at the studio). Please note: Exposure for breast feeding purposes is an exception to this policy however cannot be done within the studio (class) rooms. All common areas and studio rooms are open to all ages (16yrs and over) and should be treated as an all ages environment.
5. NO long or sharp fingernails or fake nails allowed on any fabrics. They cause snags in the fabric, resulting in holes. Once a fabric has a hole, even a little one, it is no longer safe to use and must be retired.

If you participate in a class and violate any of the above regulations, you will be asked to rectify the violation or sit out the class. If you violate any of the above regulations and it results in damage to any studio equipment, you will be responsible for the costs to replace the equipment damaged.

#### *Refusal of Participation*

If you are in breach of the dress code, and your clothing is deemed to potentially cause damage to our equipment or you are in breach of our All Ages Environment dress code, our staff can refuse your participation within the class until the dress code is met or ask you to leave the premises.

#### *Respecting others*

Be respectful and do not behave inappropriately towards other members, guests, our staff and outside providers. Examples of inappropriate behaviour include:

- verbal or physical intimidation;
- harassment;
- discrimination on the basis of race, sex, age or any disability another person may have

We do not tolerate disrespectful behaviour and will escort any offenders from the premises or call the police if the situation is deemed unsafe to do so.

#### *Parking*

You park in the studio's car park at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

Please be respectful of neighbouring businesses and keep to the set time limits for parking. If there is no studio parking available, there are other large car parks available nearby where you can park (at your own risk) while attending your classes.

#### *1.2 Can you bring guests to the studio?*

##### *Guests*



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All guests who are not participating in a class must remain in the waiting area. Your guest must also make an account with us and accept our studio waiver before or upon entering the studio.

#### *Meeting our conditions*

Your guests must:

- be at least 16 years old
- be accompanied by you and leave when you do
- make an account and accept our waiver

#### *1.3 What happens if you break the code?*

##### *Being refused entry or receiving a warning*

We can refuse entry to anyone, including members, if they act unreasonably or break the code.

We may also warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately.

##### *Facing instant cancellation*

We can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:

- threatening or harassing others
- damaging equipment
- using illegal or performance-enhancing drugs
- instructing other members when we have not authorised you to do so.

## 2. LEGAL STUFF YOU NEED TO KNOW

### *2.1 What are your responsibilities?*

#### *Meeting your responsibilities*

Your responsibilities, including payment of membership fees, do not depend on how often you use our studio.

You must tell us about anything that affects your membership, and any changes to your contact and bank details.

#### *Promising to take care*

You promise to:

- make sure that you know how to workout safely, by asking if necessary
- use your best endeavours to workout safely
- not take valuables into the studio, even if you plan to put them in a locker.



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## 2.2 Do we have a privacy policy?

### *Understanding our privacy policy*

During your membership, we will have access to personal information about you, such as information about your health, phone, email, DOB, address, bank account and credit card authorisations. We will only use, disclose or deal with your information in line with our privacy policy.

This Privacy Policy applies to the services offered by SR Project Management Pty Ltd T/A Jungle Studio (ABN 13 636 841 739).

### *1. Statement of Commitment*

Jungle Studio is committed to protecting your privacy and any personal information we collect. Jungle Studio complies with the Privacy Act 1988 (Cth). This policy explains how we may collect, use, disclose and otherwise handle personal and sensitive information.

Jungle Studio is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. Providing personal information is an act of trust and it is taken seriously. Unless given consent to do otherwise, Jungle Studio will only collect and use personal information as set out below.

For the purposes of this Privacy Policy personal information may mean some or all of the following:

a member's name, contact details, date of birth, emergency contact details, bank account and/or credit card details, student identification details, employment details, payment history and sensitive information.

### *2. Collecting personal information*

Jungle Studio will not collect or monitor any personal information about an individual without their consent. The only personal information collected is what is provided voluntarily by a member or prospective member.

We collect personal information primarily to enable us to provide members with our services.

Jungle Studio may also use the information for marketing to you or for any other purpose permitted under the Privacy Act 1988 (Cth).

You don't need to identify yourself when you deal with us ( e.g. to find out more about membership packages) however in certain situations we will only deal with individuals who have identified themselves to us.

When a membership or product is purchased personal information will be requested in order to provide the requested service or product, provide updated information, and advise of other Jungle Studio products, which may be of interest. You are not obligated to provide personal information however failure to do so may result in Jungle Studio being unable to provide services or products to you.

Personal information is collected directly from members or potential future members when they personally sign up for an account via our Personalised Glofox Fitness App, Website account and/or submit an application form in person to become a member of Jungle Studio. This can be done in person at our studio, online via our app and website or on the phone via our administrative staff.

### *3. Collecting Sensitive Information*



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For the purposes of this Privacy Policy sensitive information means the information a member has disclosed to us about their physical and mental health and well being.

Sensitive information will only ever be used for providing services to members. Such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of Jungle Studio, or any member of the public, or to lessen a serious threat to a person's health or safety. For the purposes of this Privacy Policy sensitive information is a subset of personal information.

#### *4. Use of tracking technologies*

Jungle Studio uses tracking technologies such as cookies or web beacons to make use of the website and services as convenient as possible. Cookies are pieces of information that a website transfers to a computer's hard disk for record keeping purposes. Web Beacon is a technical method that sends information related to the access to websites, when you browse websites, open or preview an HTML-formatted email. Most web browsers are set to accept tracking technologies such as cookies or web beacons. These tracking technologies do not themselves personally identify users, although they do identify a user's browser. These tracking technologies allow Jungle Studio to monitor the Jungle Studio web site, and to record how many people are using the different parts of the site.

It is possible to set the browser to refuse tracking technologies such as cookies or web beacons, however, this may limit the services provided by Jungle Studios' website.

#### *5. Using and disclosing your personal information*

Personal Information will be used for the following primary purpose:

- To fulfil obligations under a member's membership agreement and/or any other contract between him/her/they and Jungle Studio;
- To render services under a member's membership agreement;
- To provide information about products, service and/or special offers to members;
- To obtain opinions or comments about products and/or services from members;
- To record statistical data for marketing analysis from members.

Jungle Studio may employ other companies or service providers to assist us in providing our services, including (but not limited to) marketing, market research, mail-house services, hosting and product development services, analysis of member lists and/ or consulting services. These third parties may have access to personal information that is needed to perform their specific function. They cannot use that information for other purposes.

Jungle Studio recognise the trust with which individuals provide personal information, and such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of Jungle Studio, or any member of the public, or to lessen a serious threat to a person's health or safety.

#### *6. Contact by Jungle Studio*



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Jungle Studio does not send advertising information without obtaining prior consent. If an individual receives communications from Jungle Studio which they do not wish to receive, they may remove their name from the database by contacting Jungle Studio at [info@junglestudio.com.au](mailto:info@junglestudio.com.au).

#### *7. Individual's right of access*

Individuals have the right to review, amend or delete personal and/or sensitive Information that may be recorded on the Jungle Studio database. Information may be reviewed, amended or deleted by completing emailing jungle studio at [info@junglestudio.com.au](mailto:info@junglestudio.com.au).

A request may be made to delete personal and/or sensitive information, and all reasonable steps to delete the information will be made, except where it is required for legal reasons. Deletion of information may result in Jungle Studio being unable to sell products directly and/or provide certain services including after sales services.

#### *8. Storage and security of personal and/or sensitive information*

Jungle Studio takes all reasonable steps to keep secure personal information recorded and to keep this information accurate and up to date. The personal information is stored on secure servers if in digital format, or in locked areas if in hardcopy format. Jungle Studio employees are obliged to respect the confidentiality of any personal and/or sensitive information held by Jungle Studio. Jungle Studio only permits authorised personnel to access your information and information will only be disclosed to third parties where they have the appropriate authority. We destroy or de- identify personal information we no longer need, wherever possible.

#### *9. Jungle Studio and links to other websites*

Jungle Studio provides links to web sites outside of the Jungle Studio site. These linked sites are not under the control of Jungle Studio, and Jungle Studio is not responsible for the conduct of companies linked to the Jungle Studio web site, nor for the performance or otherwise of any content and/or software contained in such external websites.

#### *10. Problems, queries or complaints*

For further information regarding this Privacy Policy or to make a complaint about the steps taken by Jungle Studio to protect your personal information or privacy, please contact Jungle Studio by emailing [info@junglestudio.com.au](mailto:info@junglestudio.com.au). We will investigate any complaints received in writing and do our best to resolve them as soon as possible.

If you are not satisfied with the result of your complaint to us, you can refer your complaint to the:

Office of the Australian Information Commissioner

Phone 1300 363 992

Post GPO Box 5218

Sydney NSW 2001

Online Form: [www.oaic.gov.au](http://www.oaic.gov.au) (Privacy Complaint Form).

Jungle Studio reserves the right to review, amend, update and change this Privacy Policy from time to time to reflect its practices and obligations. Any changes will take effect when they are made or posted on our app.



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### *Allowing us to use your image*

We sometimes film or photograph in the studio or at studio events so it is possible you will appear in the background or in photos and videos. By accepting your agreement, you allow us to use your image in promotional and other business-related material.

### *2.3 What else should you know?*

#### *Paying GST*

All agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

### *5.4 Which laws apply?*

#### *Meeting state laws*

Your agreement is subject to Australian law and is governed by the state laws where Jungle Studio is located.

If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

#### *Restricting your rights to sue*

Under the Competition and Consumer Act 2010, we guarantee that our recreational services are:

- provided with due care and skill
- fit for any purpose you have told us you are using the services for or for a result which you have told us you wish to achieve
- supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these terms and conditions. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose

This change to your rights does not apply if your death or injury is due to our gross negligence.

Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

### *2.5 What definitions apply?*

Jungle Studio, Studio, The Studio, We, Us, Our:

SR Project Management T/A Jungle Studio

You, Your, He, She, Him, Her, They:

A member of SR Project Management T/A Jungle Studio

Agreement, Membership Application, Glofox Fitness App



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This is between SR Project Management Pty Ltd T/A Jungle Studio and you, under which you will become a member of Jungle Studio.

Personalised Glofox Fitness App is the portal in which you create your account and purchase your membership.

Code, Rules, Law of the Jungle

This is the rules, code and regulations for operating equipment, opening hours and behaviour in the studio, specified in these terms and conditions, and in studio signs and handouts

**By clicking agree below, you agree to the above waiver terms, regulations, policies and procedures.**

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