NOARTH Website Terms and Conditions 2026

- **Version:** 1.0
- **Effective Date:** 03 September 2026
- **Operator:** Tribrid Pty Ltd trading as NOARTH

1. About These Terms

These Website Terms and Conditions ("Terms") apply to the use of the NOARTH landing page, website, and related digital experiences, as well as participation in NOARTH activities, sessions, events, missions and related experiences ("Activities").

NOARTH Activities are recreational, family and movement-based experiences generally conducted in public parks and outdoor spaces. Activities may include movement, running, walking, climbing, jumping, balancing, playground activities, problem-solving, games, missions and other age-appropriate physical or recreational activities.

By accessing or using this website, or by registering a child for any of the Activities, you agree to be bound by these Terms on your own behalf and, to the extent permitted by law, on behalf of any child participating in the Activities.

2. User Declarations and Responsibilities

By accessing the website or completing a registration, you confirm that:

1. You are the child's parent or legal guardian, or you have authority from the child's parent or legal guardian to register the child and agree to these Terms on the child's behalf.
2. The information you provide to NOARTH is accurate and complete.
3. You have read and understood these Terms and the Risk Warning.
4. You understand the nature of the Activities and the risks described below.
5. You have considered whether the Activities are suitable for your child having regard to the child's age, abilities, health and any medical conditions.
6. You will remain responsible for your child during the Activities unless NOARTH expressly states in writing that it has assumed responsibility for supervision of the child for any particular Activities.
7. You will follow reasonable directions given by NOARTH staff, facilitators or volunteers concerning safety and participation.

3. Parent/Guardian Supervision

Unless NOARTH expressly states otherwise in writing, NOARTH Activities are family participation activities and are not childcare or child-minding services.

A parent or legal guardian must remain present and responsible for supervising their child throughout the Activities.

Parents/guardians are responsible for:

- Supervising their child;
- Assessing whether the Activities is suitable for their child;
- Ensuring their child follows reasonable safety instructions;
- Identifying and communicating relevant medical, physical, behavioural or other circumstances that may affect safe participation;
- Intervening where they consider their child's participation unsafe; and
- Ensuring their child remains within the designated Activities area.

Unless expressly stated otherwise in writing, NOARTH does not provide babysitting, childcare or unattended child supervision.

4. Nature of the Activities

NOARTH Activities may take place in public parks and other outdoor environments.

Activities may make use of existing park infrastructure and public facilities, including playgrounds, paths, grassed areas, hills, steps, structures and other facilities not owned or controlled by NOARTH.

Activities may also involve equipment supplied by NOARTH.

The nature, location and physical demands of Activities may change from session to session.

NOARTH may modify, suspend, relocate or cancel Activities where it reasonably considers that weather, environmental conditions, park conditions, equipment, participant numbers, venue availability, staffing availability or any other circumstance makes the Activities unsafe or impracticable to conduct.

5. Risk Warning

> **IMPORTANT**
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> **PLEASE READ CAREFULLY**
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> Participation in NOARTH Activities involves inherent and other risks, including risks of personal injury, illness and, in rare circumstances, serious injury, permanent injury or death.

These risks may include, without limitation:

- Slips, trips and falls;
- Falling from playground equipment or other structures;
- Collisions with people, equipment, trees, structures or other objects;

- Cuts, grazes, bruises, strains, sprains, fractures and other injuries;
- Muscle soreness or fatigue;
- Injury arising from running, jumping, climbing, balancing or other movement;
- Injury arising from uneven, slippery, wet, muddy, hard or otherwise unsuitable surfaces;
- Injury arising from use of playground equipment or other facilities;
- Interaction with other children, adults, animals, bicycles, scooters or members of the public;
- Exposure to sun, heat, rain, wind, cold or other weather conditions;
- Dehydration, overheating or other effects of environmental conditions;
- Insect bites, stings or allergic reactions;
- Contact with plants, vegetation, dirt or other environmental hazards;
- Hazards associated with public parks and facilities that are outside NOARTH's ownership or control;
- Equipment malfunction, failure or misuse;
- Loss of, theft of, or damage to personal property;
- A child becoming separated from their parent or guardian;
- Aggravation of a pre-existing injury, illness or medical condition;
- The acts or omissions of participants, parents or guardians, staff, contractors, volunteers or third parties; and
- Other hazards, risks, injuries, losses or damage that may arise in connection with participation in the Activities.

These risks may arise from the Activities themselves, the environment in which the Activities occur, the actions or omissions of participants, parents/guardians, staff, volunteers or third parties, or circumstances that cannot reasonably be anticipated or eliminated.

The parent/guardian acknowledges that participation in the Activities is voluntary, that they have considered these risks before registering their child, and that they accept and assume the inherent and obvious risks associated with participation in the Activities.

6. Child-Specific Risk Acknowledgement

I understand that young children may have limited ability to recognise, understand or respond appropriately to hazards.

I acknowledge that children participating in NOARTH Activities may:

- Move unpredictably;
- Lose balance;
- Fall;
- Collide with other children;
- Attempt activities beyond their current ability;
- Become distracted;
- Fail to follow instructions; or
- Respond differently to a situation than an adult would.

I acknowledge that these characteristics are inherent in activities involving young children and may increase the risk of injury or other harm.

I understand that active parental or guardian supervision remains essential at all times during participation in the Activities.

7. Medical Conditions and Fitness to Participate

Before participating in the Activities, the parent or guardian must consider whether the child is physically, medically and otherwise able to participate safely.

The parent or guardian must disclose to NOARTH any medical condition, allergy, disability, injury, illness, medication requirement or other circumstance that may be relevant to the child's safe participation in the Activities.

NOARTH may request additional information where reasonably necessary to assess the child's ability to participate safely in the Activities.

NOARTH may impose conditions on participation, modify a child's participation, require additional supervision or support, or refuse participation where it reasonably considers that participation may create an unacceptable risk to the child, another participant or any other person.

The parent or guardian acknowledges that NOARTH relies on the accuracy and completeness of information provided to it when assessing a child's suitability to participate in the Activities.

8. Emergency Medical Treatment

If a child requires urgent medical attention during the Activities, NOARTH may take reasonable steps to obtain emergency assistance, including contacting emergency services, administering basic first aid (if appropriate), and contacting the child's parent, guardian or emergency contact.

The parent or guardian authorises NOARTH, its staff, contractors and volunteers to provide reasonable assistance in an emergency and to take such steps as are reasonably necessary to protect the child's health, safety or wellbeing while awaiting qualified medical assistance or the arrival of the child's parent or guardian.

The parent or guardian acknowledges that NOARTH may rely on information provided by the parent or guardian when responding to an emergency.

NOARTH does not provide medical services and does not undertake to provide medical diagnosis, treatment or ongoing care.

9. Participant Conduct

Participants must:

- Follow all reasonable directions and safety instructions given by NOARTH staff, contractors and volunteers;
- Behave in a manner that does not create an unreasonable risk to themselves or others;
- Use equipment only for its intended purpose and in accordance with any instructions provided by NOARTH;

- Treat other participants, families, staff, contractors, volunteers and members of the public with respect;
- Remain within areas designated by NOARTH for the Activities; and
- Immediately notify a NOARTH representative of any hazard, injury, illness, incident or safety concern.

NOARTH may modify, suspend or terminate a participant's involvement in the Activities, or require a participant to leave the Activities, where NOARTH reasonably considers that:

- The participant's conduct creates a risk to the health, safety or wellbeing of any person;
- The participant fails to comply with these Terms or a reasonable direction given by NOARTH;
- The participant behaves in a disruptive, inappropriate or unsafe manner; or
- Continued participation is otherwise not in the interests of safety, welfare or the proper conduct of the Activities.

10. Public Parks and Third-Party Facilities

NOARTH Activities may occur in facilities owned, operated or maintained by local government or another third party.

NOARTH does not own or control those facilities.

Parents/guardians acknowledge that public facilities may contain hazards including uneven surfaces, damaged equipment, weather-related conditions, other park users, animals, vegetation, infrastructure defects and other circumstances outside NOARTH's control.

NOARTH will take reasonably practicable steps to identify and manage hazards associated with the Activities but cannot guarantee that a public environment will be free from hazards.

11. NOARTH's Safety Responsibilities

Nothing in these Terms is intended to exclude or reduce any duty or responsibility that NOARTH cannot lawfully exclude or reduce.

NOARTH will take reasonably practicable steps to identify and manage risks associated with the Activities.

This may include:

- Assessing the Activity and environment;
- Inspecting relevant areas and equipment where reasonably practicable;
- Providing appropriate instructions;
- Modifying Activities where necessary;
- Monitoring environmental conditions;
- Responding to identified hazards; and
- Maintaining appropriate safety procedures.

12. Liability

The parent or guardian acknowledges and agrees that participation in the Activities involves inherent and obvious risks, including the risks described in clause 5, and that those risks cannot be completely eliminated.

To the fullest extent permitted by law, and subject to this clause 12, NOARTH excludes, restricts and limits all liability for any loss, damage, injury, illness or death arising out of or in connection with participation in the Activities, including where arising from inherent risks or obvious risks associated with the Activities.

Participation in the Activities involves the supply of recreational services.

To the extent permitted by section 139A of the Competition and Consumer Act 2010 (Cth), NOARTH excludes all liability for death or personal injury arising from a failure to comply with a guarantee under the Australian Consumer Law in connection with the supply of recreational services.

Nothing in these Terms excludes, restricts or modifies any liability, right, guarantee or remedy that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

Nothing in these Terms excludes liability arising from reckless conduct where such liability cannot lawfully be excluded.

13. Cancellation and Changes

NOARTH may cancel, postpone, relocate or modify any Activities where reasonably necessary, including because of:

- Severe or unsuitable weather;
- Unsafe environmental conditions;
- Park closures;
- Equipment or facility issues;
- Insufficient or excessive participation;
- Safety concerns;
- Directions from a local government or other authority; or
- Another circumstance that makes conducting the Activity unsafe or impracticable.

Where reasonably practicable, NOARTH will provide participants with notice of significant changes.

Where Activities are cancelled, postponed or relocated, NOARTH may offer a replacement session, transfer, credit or refund in accordance with any applicable booking or refund policy.

14. Personal Information

NOARTH may collect personal information reasonably necessary to administer Activities, communicate with participants, manage safety and emergencies, maintain registration records and otherwise operate the NOARTH service.

Personal information will be handled in accordance with NOARTH's Privacy Policy and applicable privacy law.

15. Photography and Video

Photography and video taken at NOARTH Activities are dealt with through a separate photography and media consent.

Agreeing to these Terms does not, by itself, constitute consent to NOARTH using identifiable photographs or video of the child for marketing, advertising or promotional purposes.

The parent/guardian will be provided with a separate opportunity to provide or withhold such consent.

16. Working with Children Requirements

Parents/guardians acknowledge that a Working with Children Check is a screening requirement for relevant child-related workers and is not a substitute for parental supervision or other child-safety measures.

17. Child Safety

NOARTH is committed to providing an environment in which children are treated respectfully and protected from inappropriate conduct.

Participants, parents/guardians, staff, contractors and volunteers are expected to behave appropriately around children.

Any concern regarding the safety or wellbeing of a child should be reported to a NOARTH representative as soon as practicable.

NOARTH will respond to child-safety concerns in accordance with applicable law and its child-safety procedures.

18. Accessibility and Inclusion

NOARTH aims to make Activities accessible and inclusive.

Parents and guardians are encouraged to contact NOARTH before participation in the Activities if their child has a disability, medical condition, additional need or other circumstance for which a reasonable adjustment may assist participation.

NOARTH will consider requests for reasonable adjustments having regard to the nature of the Activities, the needs of the child, the resources available to NOARTH, and the health, safety and wellbeing of the child and other participants.

NOARTH is not required to make an adjustment where it reasonably considers that doing so would create an unacceptable risk to any person or would not be reasonably practicable in the circumstances.

19. Severability

If any provision of these Terms is found to be invalid, void or unenforceable, that provision will be read down or severed to the extent necessary, and the remaining provisions will continue to operate to the extent permitted by law.

20. Governing Law

These Terms are governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.