



TERMS & CONDITIONS

FOREST ADVENTURE – CONDITIONS OF SALE

The following conditions of sale (“**Conditions of Sale**”) will apply to and bind the purchaser of, or any participant of, any FOREST ADVENTURE product, activity, service or facility described on the Website.

NOTICE TO USER: PLEASE READ THESE CONDITIONS OF SALE CAREFULLY BEFORE SELECTING OR PROCEEDING WITH YOUR PURCHASE.

BY PROCEEDING WITH YOUR PURCHASE, USING ANY OF THE SERVICES AND/OR FACILITIES OR PARTICIPATING IN ANY ACTIVITIES AT THE FOREST ADVENTURE PREMISES, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND UNDERSTAND AND AGREE TO BE BOUND BY, THESE CONDITIONS OF SALE.

YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE.

IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE DULY AUTHORISED AS THEIR AGENT (EACH, A “**PARTICIPANT**”) AND THAT EACH PARTICIPANT AGREES TO BE BOUND BY THESE CONDITIONS OF SALE.

IF YOU ARE MAKING A PURCHASE ON BEHALF OF A PARTICIPANT UNDER THE AGE OF 18 (“**MINOR**”), YOU AGREE THAT YOU ARE MAKING THE PURCHASE WITH FULL AUTHORITY AS, OR AS AGENT ON BEHALF OF, THE PARENT OR LEGAL GUARDIAN OF THE MINOR, AND AGREE TO BE BOUND BY THESE CONDITIONS OF SALE ON BEHALF OF THE MINOR, OR HIS/HER PARENT OR LEGAL GUARDIAN (AS THE CASE MAY BE).

Any person accompanying a Participant is also deemed to be a Participant and shall be bound by these Conditions of Sale.

IMPORTANT NOTICE – PLEASE READ – THESE CONDITIONS OF SALE AFFECT YOUR LEGAL RIGHTS

1. EXCLUSION OF FOREST ADVENTURE’S LIABILITY – WAIVER OF RIGHTS – YOUR ASSUMPTION OF RISK – INDEMNITY

Forest Adventure Pte. Ltd., as the supplier of recreational services and facilities, sells all tickets and supplies all recreational services and facilities at its premises (“**FOREST ADVENTURE Venue**”) to the Participant, including but not limited to, aerial adventure ropes course (including but not limited to the Grand Course, Kids Course and Junior Course), tarzan swing, ziplines, obstacles and obstacles courses (collectively, “**FOREST ADVENTURE Activities**”), subject to the following conditions in these Conditions of Sale:

1.1. **RISK WARNING:** The Participant acknowledges and understands that the FOREST ADVENTURE Activities are dangerous with many inherent risks and hazards and that certain risks cannot be eliminated without jeopardizing the essential qualities of the FOREST ADVENTURE Activities and the use of the FOREST ADVENTURE Facilities. Any participation in the FOREST ADVENTURE Activities, use or misuse of the FOREST ADVENTURE Facilities and/or the FOREST ADVENTURE VENUE involves a significant risk to Participants. Such risks could include, but are not limited to, cuts and bruises, falls, broken bones, injuries to wrists, arms, legs, ankles, backs, heads and necks, spinal injuries and/or even death. The Participant agrees to participate in the FOREST ADVENTURE Activities, and/or use the FOREST ADVENTURE Facilities and the FOREST ADVENTURE Venue at his/her own risk, and assumes and accepts all such risks in relation thereto.

1.2. **WAIVER, RELEASE AND DISCHARGE:** To the fullest extent permitted by law, Forest Adventure Pte. Ltd., its employees, directors and agents, and all other persons or entities acting in a capacity on behalf thereof (collectively, “**FOREST ADVENTURE**”) shall not be liable to any Participant, and the Participant hereby waives any and all claims, suits, demands arising out of, and the right to sue FOREST ADVENTURE for and releases and discharges FOREST ADVENTURE from, any liability for any personal injury or death in any way whatsoever caused by or relating to the Participant’s participation in such activities howsoever caused, save and to the extent found to be directly caused by FOREST ADVENTURE’s negligence.



To the fullest extent permitted by law, the Participant agrees to waive, and releases and discharges FOREST ADVENTURE from, any and all claims, suits or demands arising from any property damage or other loss against FOREST ADVENTURE, including but not limited to any and all negligence, negligent supervision and/or negligent instruction, faulty equipment, or the activities of others.

1.3. **INDEMNITY:** To the fullest extent permitted by law, the Participant agrees to indemnify, defend and hold harmless FOREST ADVENTURE against all and any losses, claims, proceedings, damages, liabilities (whether joint or several), costs and expenses (including reasonable legal fees), whether (i) as a result of the Participant's own negligence, omission, act, conduct or behavior otherwise whilst participating in the FOREST ADVENTURE Activities, using the FOREST ADVENTURE Facilities, or being otherwise on the FOREST ADVENTURE Venue, and/or (ii) arising in connection with or as a result of the Participant making a claim against FOREST ADVENTURE despite any waiver, release and discharge the Participant may have given (whether under these Conditions of Sale, the Waiver and Consent or otherwise).

1.4. Participants must use the FOREST ADVENTURE Facilities in a responsible manner, and with respect for their own safety and the safety of others. Participants may be liable to other individuals for their injuries, if such injuries arise from irresponsible, deliberate or reckless behaviour. Participants must pay for any damage caused to any part of the FOREST ADVENTURE Facilities as a result of irresponsible, deliberate or reckless behaviour.

1.5. The Participant agrees to pay the cost of and authorises FOREST ADVENTURE to take all steps it considers reasonably necessary to protect his/her welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

1.6. **MINORS:** Minors must be able to walk unaided to use the FOREST ADVENTURE Facilities and when less than 12 years of age be supervised by a responsible adult. Where a Participant is responsible for a minor (whether as legal guardian or otherwise), the Participant agrees to be bound by these Conditions of Sale on the minor's behalf. The Participant takes responsibility for the minor's safety and must directly supervise them at all times.

The Participant agrees to explain the risks outlined herein to the minor(s) he/she is accompanying and/or booking or purchasing a ticket for, and agrees to the acceptance and assumption of risks herein stated on their behalf.

1.7. **MEDICAL CONDITIONS:** Participants must be in good health and physical condition and free from any medical conditions which may affect or preclude them from safely participating in any activities. For safety reasons, pregnant women, customers with pre-existing health issues, who are over 120kg in weight or wearing casts are not permitted on the FOREST ADVENTURE Facilities. If in doubt please seek medical advice.

1.8. All tickets remain the property of FOREST ADVENTURE and cannot be transferred or resold. They are valid only for the date shown and are void if tampered with.

1.9. The Participants must comply with all signs, notices, directions, instructions or requests of FOREST ADVENTURE and FOREST ADVENTURE reserves the right (in its absolute discretion) to suspend or cancel any Participant's access to any FOREST ADVENTURE Activities and/or any FOREST ADVENTURE Facilities, without refund or compensation, for non-compliance with these Conditions of Sale, signs, notices, directions, instructions or requests, or for any unsafe, reckless or careless conduct, to ensure the safety, security or order at the FOREST ADVENTURE Venue, or if FOREST ADVENTURE considers that the circumstances so require.

1.10. Participants must look after their own belongings at the FOREST ADVENTURE venue. Items such as phones and cameras may get damaged if they are used during the FOREST ADVENTURE Activities, and FOREST ADVENTURE shall not be liable for any loss or damage to any Participant's property (howsoever caused) in the course of engaging in any FOREST ADVENTURE Activities.

1.11. If you purchase a ticket on behalf of another person, you and the other person both agree that you make such purchase as the authorised agent of that other person so that he/she will be bound by these Conditions of Sale.



1.12. **IMAGES, PERSONAL INFORMATION AND PRIVACY POLICY:** The Participant acknowledges that FOREST ADVENTURE may operate closed circuit television or cameras on the FOREST ADVENTURE Venue and consents to images and videos being taken for security or promotional purposes of Participants and minors for whom they are responsible. Such images and videos will be the exclusive property of FOREST ADVENTURE and the Participant agrees to the free publication and/or use in any form or media whatsoever of such images and videos, without payment or compensation of any kind. For further information, please see our Privacy Policy.

The Participant acknowledges and understands that other individuals in the FOREST ADVENTURE Venue may use or operate videography and/or photography devices (such as camera phones, cameras and video cameras), and agrees that FOREST ADVENTURE has no control over, and is not responsible or liable for, any images which may be captured by such devices, and how such images may be used, processed or disclosed.

FOREST ADVENTURE may collect, use and/or disclose of any personal information provided by Participants in accordance with our Privacy Policy (which shall form part of these Conditions of Sale), and by proceeding with the booking/purchase, the Participant consents to such collection, use and disclosure of such personal information by FOREST ADVENTURE and to the terms of the Privacy Policy.

1.13. **WAIVER AND CONSENT FORM:** The Participant acknowledges and agrees that in light of the risks involved as outlined herein, FOREST ADVENTURE requires each Participant (whether on his/her own behalf or on behalf of a minor) to sign the Waiver and Consent as a condition of access to the FOREST ADVENTURE Activities, FOREST ADVENTURE Facilities and/or FOREST ADVENTURE Venue, and that no access will be granted if he/she does not sign the Waiver and Consent. No failure or delay by FOREST ADVENTURE in exercising any right, power or remedy under these Conditions of Sale shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

2. Website Terms of Use

2.1. Please read these Website Terms of Use carefully before using the FOREST ADVENTURE website ("**Website**"). By using the Website, you are agreeing to be bound by these Terms of Use.

2.2. The Website is provided by Forest Adventure Pte. Ltd.

2.3. The Website may provide links to third party websites and the products or services of third parties. FOREST ADVENTURE is not responsible and is not liable in any way for third party content provided on or through the Website. Your access or use of the third party sites is at your own risk.

2.4. The Website may from time to time display third party advertisements. Such advertisements may or may not contain hyperlinks to third party websites. FOREST ADVENTURE does not endorse or recommend the goods or services of such advertisers or their websites. If you purchase any goods or services from them or visit any of their websites, you do so at your own risk.

2.5. Copyright in the Website and all the content on it, including but not limited to the service description, photographs and logos ("**Website Content**"), is owned by FOREST ADVENTURE or its licensors. You are not permitted to use, copy, modify or distribute the Website Content without our written consent. However, you are permitted to "share" certain Website Content on social media sites, by the use of social media plug-ins where these are made available.

2.6. The Website may contain trademarks or logos of FOREST ADVENTURE, other companies or organisations and these are proprietary to the owner(s) of such marks.

2.7. FOREST ADVENTURE may at any time discontinue or limit access to the Website or its content. FOREST ADVENTURE may terminate or limit your access to the Website if you breach these Conditions of Sale. All disclaimers and limitations of liability by FOREST ADVENTURE will survive termination.

2.8. The Website uses cookies. For more information on this, please see our Privacy Policy.



3. Ordering Procedure

- 3.1. You may offer to purchase any of the FOREST ADVENTURE products described on the Website for the price specified on the Website.
- 3.2. Your order must contain your name, phone number, e-mail address, credit card details and any other ordering information specified on the Website. Personal information is processed by us in accordance with our Privacy Policy.
- 3.3. Payment must be effected by credit card using the ordering facility on the Website.
- 3.4. Confirmation of your order will be sent to your nominated email address once your payment for the transaction has been cleared. If you do not receive a confirmation email within two business days please contact the FOREST ADVENTURE Contact Centre. The purchase contract is not complete until we issue this confirmation email.
- 3.5. You may not cancel an order once it has been submitted and paid, even if you have not received a confirmation email from FOREST ADVENTURE.
- 3.6. If you wish to purchase a FOREST ADVENTURE product by telephone or by visiting the FOREST ADVENTURE Venue then any such purchase will be governed by these Conditions of Sale (excluding any part of the Conditions of Sale that are specific to purchases made using the Website), and such other conditions as may be informed to you over the telephone or displayed at the FOREST ADVENTURE Venue (as the case may be).
- 3.7. Your ticket(s) will be delivered by email. Please bring a printout of the tickets with you or have the confirmation email ready on your mobile device to the FOREST ADVENTURE Venue, otherwise you may not be able to use your tickets.

4. Pricing

- 4.1. The prices of the FOREST ADVENTURE products shall be the prices displayed on the Website on the date of your order. There may occasionally be an error in the price displayed on the Website (see section 5.1 below).
- 4.2. All prices displayed on the Website are quoted in Singapore dollars and must be paid in full, subject to any discounts which are offered as detailed on the Website at the point of such purchase.

5. Cancellation due to error or unavailability

- 5.1. You acknowledge that despite FOREST ADVENTURE's reasonable precautions, FOREST ADVENTURE's products may be listed at an incorrect price, with incorrect information, or which are unavailable due to an error or other oversight. In these circumstances, FOREST ADVENTURE reserves the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged.
- 5.2. If a cancellation of this nature occurs after your credit card has been charged for the purchase, FOREST ADVENTURE will promptly issue a credit to your credit card account for the amount in question.

6. Cancellation for other reasons

Under normal circumstances, a confirmed order will enable you to engage in the activities specified in your order at the FOREST ADVENTURE Venue. However, there may be circumstances in which we are unable to make the FOREST ADVENTURE Venue, FOREST ADVENTURE Activities or FOREST ADVENTURE Facilities available on the date or at the time allocated. This may be as a result of unexpected closure of the FOREST ADVENTURE Venue, damage to the FOREST ADVENTURE Facilities rendering them unsafe, insufficient staff availability or otherwise. In such circumstances, we will inform you of the situation and either refund the ticket price or allow you to reschedule (where this is possible). FOREST ADVENTURE shall not be liable for travel costs or any other losses in connection with such cancellation.



7. Details of conditions applicable to purchase of FOREST ADVENTURE products

Details of the conditions applicable to the purchase of FOREST ADVENTURE products on the Website may differ from time to time. FOREST ADVENTURE reserves the right to make any changes to the details and these Conditions of Sale if necessary to comply with any applicable legislation and to change the details and conditions published on the Website, without affording prior notice, provided that this does not materially affect the nature of the FOREST ADVENTURE products purchased by you, and your continued use of the FOREST ADVENTURE products and/or the FOREST ADVENTURE Website shall constitute your acceptance of and agreement to such amended Conditions of Sale. Please check this Website regularly for the most up-to-date version of the Conditions of Sale.

8. Order submission and your agreement to these Conditions of Sale

8.1 When you click on the "I Agree" checkbox you agree to these Conditions of Sale and FOREST ADVENTURE will treat this as a binding order. You are responsible for ensuring the accuracy of your order. Upon confirming your order, FOREST ADVENTURE shall supply you, subject to availability, with FOREST ADVENTURE products set out in your order. FOREST ADVENTURE will normally confirm each order made online via the Website or by email within two business days.

8.2 Once you have submitted an order, your payment will be non-refundable, even if you decide not to use the ticket(s) ordered.

9. Security Policy

9.1. When purchasing from the Website your financial details are passed through a secure server.

9.2. No transmission over the Internet can be guaranteed as totally secure. Whilst FOREST ADVENTURE strives to protect such information, it does not warrant and cannot ensure the security of any information which you transmit to it. Accordingly, any information which you transmit to FOREST ADVENTURE, including your credit card details, is transmitted at your own risk and to the fullest extent permitted by law, FOREST ADVENTURE shall have no liability to you for any financial or consequential loss or damage suffered by you in anyway whatsoever arising out of or related to your use of the Website, whether due to negligence, breach of contract, statute or statutory duty by FOREST ADVENTURE.

9.3. Once FOREST ADVENTURE receives your transmission, it will take reasonable steps to preserve the security of such information.

9.4. Some of the information submitted by you through the Website will contain personal information. Details about how such personal information is collected, processed, used and/or transferred by FOREST ADVENTURE is set out in the Privacy Policy.

10. General

10.1 Each of the terms of these Conditions of Sale shall be subject to and shall apply to the fullest extent permitted by law. In the event of any conflict with the Waiver and Consent, the relevant terms of the Waiver and Consent shall prevail.

10.2 Any provision stated herein which is held to be illegal, invalid or unenforceable will be ineffective solely to the extent of such illegality, invalidity or unenforceability, without affecting the other provisions herein which shall remain in full force and effect, and will be deemed to be amended as necessary to give effect as close as possible to the intent and purposes of the illegal, invalid or unenforceable provision.

10.3 These Conditions of Sale shall be governed by and construed in accordance with the laws of Singapore and the courts of Singapore shall have exclusive jurisdiction over any dispute arising in connection with these Conditions of Sale.