

CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER

Adventure Park – Leura NSW.

By signing this waiver I agree to assume the risks of participating in the Adventure Park Ropes Course Obstacle Course ("Course"). I confirm that I have read and agree to abide by the Adventure Rules set out below. I confirm that I am undertaking the Course for the purpose of recreation, enjoyment and leisure. **Initial:**

I acknowledge that I am undertaking an activity at a height of up to 13 metres on the course in the environment, and that this activity is inherently risky. Some of these risks include but are not limited to strenuous activity. I understand not all risks can be predicted and that I may face harm (including the risk of death or personal injury) by taking part. **Initial:**

If I suffer harm on the Course or on site I will not hold Teambuilding Australia, their employees or agents legally responsible for any injuries I suffer. I will not sue Teambuilding Australia, their employees or agents for any claims, costs, damages or liabilities I may have for injury suffered by me. I acknowledge that this waiver represents a legal release and discharge of legal responsibility to Teambuilding Australia, their servants or agents and is provided in consideration for the climbing instruction and activities and other goods and services I have purchased. **Initial:**

I understand Teambuilding Australia requires all relevant information about my health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my or any partner's safety or that may be exacerbated by participation in the Course and that if I fail to provide this information the staff will not be able to take appropriate action to limit the risk of harm to myself. **Initial:**

I understand I will be required to physically exert myself and that it is possible I could injure myself during this activity. I warrant that I will not participate in the Course whilst affected by drugs and alcohol, and I understand that participation after the consumption of drugs or alcohol will remove any and all liability and responsibility from Teambuilding Australia and its staff. **Initial:**

I understand I will supervise other participants and that I will accept responsibility for their safety as per instruction provided by Teambuilding Australia. If my careless act, omission or negligence results in harm I will take responsibility for my actions and will not hold Teambuilding Australia concurrently responsible. (To be crossed by staff if N/A). **Initial:**

I agree to comply with all directions from Teambuilding Australia and I acknowledge that the activities are graded according to difficulty with accompanying age and height restrictions under the age or 18. Some of the courses may require a level of ability above that of the participant. The staff at Teambuilding Australia have discretion to allow or restrict access to a participant to attempt the tree top courses, irrespective of their age or height, based on the participant's individual capabilities. **Initial:**

Model Release: I agree that images taken of myself/child within the grounds of the site may be used for publicity purposes. Both parties understand it that these images are for the sole use of publicity in the form of, brochures, pamphlets, projected images and on screen and will under no circumstances be used for any other purpose. **Initial:**

Adventure Park RULES – SEE WEBSITE FOR FULL TERMS AND CONDITIONS

A - No smoking or flames. **B** - No running. **C** – Participants aged 4-12yrs are required to be supervised by adults at all times **D** - Act according to training. If uncertain – please ask. **E** - Obey the instructors at all times. **F** - Nothing in pockets, especially phones. **G** - Wear close-toed shoes, cover waists, remove or cover piercing, tie back hair. **H** – Supervision 8-12 years: 1 participating adult per up to 4 kids. **I** - Participants must undergo a safety lesson before starting the courses. **J** – You must be attached at ground level prior to climbing the courses. **K** - Limit of 2 participants per platform. 2 participant per challenge. **L** - Be sure to use the pulleys for the flying foxes exactly as shown. **M** - No hanging upside down. **N** – weight limit of 130kg.

PARTICIPANTS OVER 18 YEARS:

I agree that I have read and understood this waiver prior to signing it and agree that this waiver will be binding on my heirs, next of kin, executors and administrators. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of New South Wales.

Full Name	Date of Birth	Age	Medical Conditions
			Y / N

PARTICIPANTS UNDER 18 YEARS THAT I AM TAKING LEGAL RESPONSIBILITY FOR:

I _____ being the parent/legal guardian of the below named participant(s) hereby consent to their participating in the Activities and agree to abide by the Rules annexed to this form. I confirm that I have read and understood and explained this waiver to the participant(s) prior to signing it and agree that this agreement will be binding on my (and their) heirs, next of kin, executors and administrators. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of New South Wales.

Full Name	Date of Birth	Age	Medical Conditions
			Y / N
			Y / N
			Y / N
			Y / N

PARTICIPANTS OVER 18 YEARS OR PARENT/LEGAL GUARDIAN DETAILS:

Address:

Emergency Contact:

Phone:

Date:

Signature:

WARNING UNDER THE FAIR TRADING ACT 1987 No 68

Under the Australian Consumer Law (NSW), several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form [Teambuilding Australia] is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under THE FAIR TRADING ACT 1987 No 68, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under THE FAIR TRADING ACT 1987 No 68 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2012.