

Trees Adventure Pty Ltd ABN 65 126 940 449
Tree Top Obstacle Course, Yarramundi NSW
CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER

First Name: Last Name: Date of Birth: / / Age:
Sex: Male Female Street Address:
Suburb: State: Postcode: Phone Number: (.....).....
Email: Emergency Contact (Name and Phone).....
Medical conditions:

GENERAL WAIVER AGREEMENT AND RELEASE

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

I acknowledge that I am undertaking an activity at a height of up to 15 metres in the trees in a forest environment, and that this activity is inherently risky. Some of these risks include but are not limited to branch falls. 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.

If I suffer harm on the Course or in Grose River Park I will not hold Trees Adventure, their employees or agents legally responsible for any injuries I suffer. I will not sue Trees Adventure, 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 Trees Adventure, their servants or agents and is provided in consideration for the climbing instruction and activities and other goods and services I have purchased.

I understand Trees Adventure 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.

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 Trees Adventure and its staff.

I understand I will supervise other participants and that I will accept responsibility for their safety as per instruction provided by Trees Adventure. If my careless act, omission or negligence results in harm I will take responsibility for my actions and will not hold Trees Adventure concurrently responsible. (To be crossed by staff if NA).

I acknowledge that the Activities are graded according to difficulty (e.g. green the easiest to black the most difficult) with accompanying age and height restrictions for participants under the age of 18. In circumstances where a participant under the age of 18 has successfully completed a green course and wishes to attempt a course with a level of difficulty in excess of the participant's age or height, the staff of Trees Adventure have discretion to allow the participant to attempt the tree top course (with the prior consent of their parent), irrespective of their age or height, based on the participant's individual capabilities.

TREES ADVENTURE RULES

A - No smoking or flames. **B** - No running. **C** - Kids aged from 4 to 12 need to be supervised at all times by adults according to the relevant supervision ratio **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 piercings, tie back hair. **H** - Supervision ratios. 4-7 years supervision from the ground on Yellow courses only 8-12 years: 4 kids:1 participating adult. **I** - Participants must undergo a safety lesson before starting the courses. **J** - Staff must attach you to the starting points. No attaching yourselves. **K** - Limit of 3 participants per platform and 1 participant per challenge. **L** - Be sure to use the pulleys for the flying foxes exactly as shown. **M** - No hanging upside down. **N** - No starting the black course before you have finished the red without assistance No starting the Extreme before you have completed the black without assistance. **O** - Do not leave the paths - this is to prevent root compaction to our trees and damage to conservation areas. **P** - Return all Trees Adventure gear to the gear room on your way out. Do not take gear beyond ticket office if you are going to car park.

Worried about safety? See our full safety policy at www.treesadventure.com.au

Where participant is OVER 18 years of age

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.

SIGNATURE: Date: / /

Where participant is UNDER 18 years of age (to be completed by parent)

I, being the parent of the above named participant hereby consent to my child 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 to the participant, this waiver 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.

SIGNATURE: (parent): Date: / /

WARNING UNDER THE FAIR TRADING ACT 1999

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form [Trees Adventure] 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 section 32N of the **Fair Trading Act 1999**, 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 1999** 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 2004.