

CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER

Trees Yeodene Pty Ltd ABN 28 616 430 589 Trees Adventure Tree Top Obstacle Course, Yeodene, Victoria

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

Initial

I acknowledge that I am undertaking an activity at a height of up to 20 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.

Initial

If I suffer harm on the Course or in Yeodene 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.

Initial

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.

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 Trees Adventure 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 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).

Initial

I agree to comply with all directions from Trees Adventure 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 Trees Adventure 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. It is understood by both parties 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

TREES ADVENTURE 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 piercings, 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 3 participants per platform. 1 participant per challenge. **L** - Be sure to use the pulleys for the flying foxes exactly as shown. **M** - No hanging upside down. **N** – Red course must be completed without assistance prior to attempting the black course. Black course must be completed without assistance prior to attempting the extreme black course. **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. **Q** – 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 Victoria.

Full Name	Date of Birth	Age	Medical Conditions
			Y <input type="checkbox"/> N <input type="checkbox"/>

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 participation 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 Victoria.

Full Name	Date of Birth	Age	Medical Conditions
			Y <input type="checkbox"/> N <input type="checkbox"/>
			Y <input type="checkbox"/> N <input type="checkbox"/>
			Y <input type="checkbox"/> N <input type="checkbox"/>
			Y <input type="checkbox"/> N <input type="checkbox"/>

PARTICIPANTS OVER 18 YEARS OR PARENT/LEGAL GUARDIAN DETAILS:

Address _____ Suburb _____
State _____ Postcode _____ Country _____
Email _____ Phone _____
Emergency Contact _____ Phone _____
SIGNATURE _____ DATE _____

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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 22 of the Australian Consumer Law and Fair Trading Act 2012, 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 Australian Consumer Law and Fair Trading Act 2012 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", in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012