

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

Initials

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.

Initials

If I suffer harm on the Course or in Otway 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.

Initials

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.

Initials

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.

Initials

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).

Initials

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

Initials

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.

Initials

TREES ADVENTURE RULES

A - No smoking or flames. **B** - No running or screaming. Please respect our wildlife and neighbours and keep noise down. **C** - No drinking from cans due to risks from bees and wasps. **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: 2 kids: 1 adult supervising from the ground. 1 participating adult per up to 4 x 8-12yrs. **I** - Participants must undergo a safety lesson before starting the courses. **J** – You must attach be attached to starting points before ascending any course. **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. **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 starting point. Do not take gear beyond ticket office if you are going to car park or toilet. **Q** – weight limit 130kg

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 Victoria.

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 Victoria.

SIGNATURE: (parent):

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**.