

Canopy Adventure Pty Ltd ABN 87 605 558 656, TREES ADVENTURE Dwellingup, Western Australia
CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER

Full Name: Date of Birth: / / Age: Phone Number: (.....).....

Street Address: Suburb: State: Postcode:

Medical conditions: Email:

Emergency Contact (Name/Phone).....

GENERAL WAIVER AGREEMENT AND RELEASE

- By signing this waiver I agree to assume the risks of participating in the Canopy Adventure Tree Top Obstacle Course (**Course**). I confirm that I have read and agree to abide by Canopy Adventure Rules (**Rules**) set out below and that I am undertaking the Course for the purpose of recreation, enjoyment and leisure.
- I acknowledge that I am undertaking these activities (**Activities**) at my own risk and at a height of up to 15 metres above ground level, in trees in a natural forest environment. I also acknowledge that the Activities involve a number of inherent risks, including but not limited to branch falls or breakages. I understand that not all risks can be predicted or managed and that I may face serious personal harm including death or personal injury by taking part in the Activities.
- I fully indemnify Canopy Adventure Pty Ltd (**Canopy Adventure**) and each of its officers, employees, representatives, agents, contractors and volunteers (**Personnel**) against any and all losses, costs, damages, expenses and liabilities (including legal costs on a full indemnity basis) (**Liability**) sustained or incurred by Canopy Adventure or any of its Personnel in connection with:
 - any claim, action, demand or proceedings (whether based in contract, tort (including negligence) or otherwise) by any person in relation to any occasioned by me as a result of, any Activities, or Canopy Adventure, or in or at the Course or Lane Poole Reserve (**Land**);
 - any failure of me to follow any rules of Canopy Adventure or any directions given by Canopy Adventure or its Personnel; or
 - any act or omission of or by me at the Land or in the course of any Activities which causes or contributes to personal injury to any person.
- If I suffer any harm on the Course or the Land I will not hold Canopy Adventure or its Personnel legally responsible for any injuries or physical harm that I may suffer. Further, I will not commence legal proceedings against Canopy Adventure or its Personnel for any Liability that I may have in respect of any injury suffered by me. I acknowledge that this waiver represents a legal release (to the full extent legally allowable) and discharge of legal responsibility to Canopy Adventure and its Personnel and is provided in consideration for the climbing instruction and activities and other goods and services I have purchased.
- I understand Canopy 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 other Course participant's safety or that may be exacerbated by my participation in the Course and that if I fail to provide this information Canopy Adventure's Personnel will not be able to take appropriate action to limit the risk of harm to myself or to others. I also confirm that I am medically fit to undertake the Course and have not and do suffer from any blackouts, seizures, fainting or dizzy spells.
- I understand that I will be required to physically exert myself and that it is possible I could injure myself undertaking the Activities. I confirm that I have not consumed any alcohol or any drug (legal or otherwise) prior to undertaking the Activities or during the Activities that could affect my ability to participate in the Course and in participating in the Course I confirm that I am not affected by any drugs and alcohol. I acknowledge and agree that Canopy Adventure and its Personnel reserve the right to refuse entry to the Course, or participation in any Activities, if they determine, in their absolute discretion, that drugs or alcohol may be affecting me. I understand that participation in the Activities after the consumption of drugs or alcohol will further remove any and all Liability and responsibility from Canopy Adventure and its Personnel.
- I acknowledge that the Activities are graded according to difficulty with accompanying age and height restrictions for participants under the age of 18. In circumstance where a participant under the age of 18 has successfully completed a lower course and wishes to attempt a course with a level of difficulty in excess of the participants age or height, the staff of Canopy Adventure have the discretion to allow or restrict the participant to attempt the higher course irrespective of their age or height based on the participant's individual capabilities.
- This section is only relevant for adults (18yo and +)** I understand that I will help supervise other Course participants and that I will accept responsibility for their safety as per any instruction provided by Canopy Adventure or its Personnel. If my careless act, omission or negligence results in harm to any other participants, I will take full responsibility for my actions and will not hold Canopy Adventure concurrently responsible and will fully indemnify Canopy Adventure and its Personnel against any Liability. (To be crossed out by Personnel if N/A).
- Model Release:** I agree that Canopy Adventure may use images taken within the grounds of the site of the Course for publicity purposes. I understand that these images are for the sole use of publicity in the form of brochures, social media, projected images, the website and will under no circumstances be used for any other purpose by Canopy Adventure.

CANOPY ADVENTURE RULES

A - No smoking or flames. **B** - No running **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 appropriate 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. 8-12 years: 4 kids: 1 participating adult. **I** - Participants must undergo a safety lesson before starting the courses. **J** - Must be attached onto the waiting line prior climbing up the ladder. **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 course, unless otherwise permitted by Canopy Adventure. **O** - Do not leave the paths – this is to prevent root compaction to our trees and damage to conservation areas. **P** - Return all Canopy Adventure gear to the starting point. Do not take gear with you if you are going to car park or toilet. **Q** – Maximum weight limit for a participant is 130kg.

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 Western Australia.

SIGNATURE:

Date: / /

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

I,, being the parent or guardian of the above named participant (**Child**) hereby consent to the Child participating in the Activities and agree to abide by the Canopy Adventure Rules as set out above (**Rules**). I declare that if I am not the parent or guardian of the Child, I have the authority from the Child's parent or guardian to allow them to participate in the Activities or the Course and to sign this waiver form on their behalf for their Child.

I agree that I am responsible for the Child that is my care and undertake to ensure that the Child undertakes the Activities in a safe manner and in accordance with the Rules. In addition to this, I agree to carefully supervise the Child and that to the best of my knowledge the Child does not have any medical conditions which might affect their ability to do the Course.

I confirm that I have read, fully understood and explained to the Child, this waiver prior to signing it and agree that this agreement will be binding on me, the Child and the Child's 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 Western Australia.

SIGNATURE:

Name:

Date: / /

(parent/guardian/responsible adult)

RISK WARNING AND WAIVER

I acknowledge and agree that I undertake this activity voluntarily and at my own risk. I also acknowledge that this risk warning constitutes a 'risk warning' in accordance with relevant legislation, including the *Competition and Consumer Act 2010* (Cth) (**CCA**) and the *Civil Liabilities Act 2002* (WA) (**CLA**).

By signing this waiver I agree that my rights (or the rights of the person to whom or on whose behalf I am acquiring the services) to sue Canopy Adventure in relation to recreational services or recreational activities that I undertake because the services or activities were not in accordance with the relevant statutory guarantees under the *Competition and Consumer Act 2010*, are excluded, restricted or modified as set out below.

By signing this waiver, I agree that the liability of Canopy Adventure in relation to recreational services (as that term is defined in the CCA) and recreational activities (as defined in the CLA) for any:

- death;
 - a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual); or
 - the contraction, aggravation or acceleration of a disease of an individual; or
 - the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - that is or may be harmful or disadvantageous to you or the community; or
 - that may result in harm or disadvantage to you or the community;
- that may be suffered by you (or a person to whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.