

CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER

Jarrahfall Bushcamp and Dare Adventures Dwellingup, Western Australia

By signing this waiver I agree to assume the risks of participating in the Dare Adventures activities. I confirm that I have read and agree to abide by Dare Adventures Rules (**Rules**) set out below and that I am undertaking the activities 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 10 metres above ground level.

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 Fredericks Corporation Pty Ltd (**Dare Adventures**) 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 Dare Adventures 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 Dare Adventures, or in or at the Activities or Lot 1379 Vandals Road Dwellingup (**Land**);
- any failure of me to follow any rules of Dare Adventures or any directions given by Dare Adventures or its Personnel; or
- any act or omission of or by me at the Land or in any of the Activities which causes or contributes to personal injury to any person.

If I suffer any harm on the Activities or the Land I will not hold Dare Adventures or its Personnel legally responsible for any injuries or physical harm that I may suffer. Further, I will not commence legal proceedings against Dare Adventures 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 Dare Adventures and its Personnel and is provided in consideration for the climbing instruction, paintballing and any activities and other goods and services I have purchased

I understand Dare Adventures 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 Activities participant's safety or that may be exacerbated by my participation in the Activities and that if I fail to provide this information Dare 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 Activities 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 Activities and in participating in the Activities I confirm that I am not affected by any drugs and alcohol. I acknowledge and agree that Dare Adventures and its Personnel reserve the right to refuse entry to the Activities, 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 Dare Adventures and its Personnel.

I agree to comply with all directions from Dare Adventures 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 Activities may require a level of ability above that of the participant. The staff at Dare Adventures have discretion to allow or restrict access to a participant to attempt the Activities, 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 Activities participants and that I will accept responsibility for their safety as per any instruction provided by Dare Adventures 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 Dare Adventures concurrently responsible and will fully indemnify Dare Adventures and its Personnel against any Liability. (To be crossed out by Personnel if N/A)

DARE ADVENTURES RULES – SEE WEBSITE FOR FULL TERMS AND CONDITIONS

A - No smoking **B** - Act according to activity staff instructions. If uncertain – please ask. **C** - Obey the instructors at all times. **D** - Nothing in pockets, especially phones. **E** – Do not go beyond activity area as defined by activity staff **F** - Wear close-toed shoes, cover waists, remove or cover piercings, tie back hair. **G** – Return all Dare Adventures gear to staff on your way out. Do not take gear beyond the gate. **H** – weight limit of 110kg for roping activities.

Model Release: I agree that Dare Adventures may use images taken within the grounds of the site of the Activity Days 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 Dare Adventures.

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 Western Australia.

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 or guardian of the below named participant(s) (**Child**) hereby consent to their participation in the Activities and agree to abide by the Dare Adventures 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 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 to the best of my knowledge the Child does not have any medical conditions which might affect their ability to do the Activities. 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.

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/GUARDIAN DETAILS: Address _____

Suburb _____ State _____ Postcode _____

Email _____ Phone _____

Do you wish to subscribe to our newsletter and/or receive promotional material from us? Y N (please circle)

Emergency Contact _____ Phone _____

SIGNATURE _____ DATE _____

RISK AND WARNING 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 Dare Adventures 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 Dare Adventures in relation to recreational services (as that term is defined in the CCA) and recreational activities (as defined in the CLA) for any:

- (a) death;
- (b) a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- (c) the contraction, aggravation or acceleration of a disease of an individual; or
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual:
 - a. that is or may be harmful or disadvantageous to you or the community; or
 - b. 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.