

Participants Acknowledgement of Risk & Waiver of Liability Form



Participants Name: Date of activity:

Address:

Activity undertaken: If kayaking can you swim 50 metres: Y / N

Email Address:

How would you rate your skill level for this activity? Beginner Intermediate Advanced

Note: For children under 18 years, a parent or guardian needs to include details of child on their form .

Medical & Personal Information: (strictly confidential)

1. Please indicate (circle below) if you suffer from any of the following:

- Asthma Diabetes Epilepsy /seizures Heart Conditions Limited Mobility Allergies Phobias
- Pregnancy Recent injury or surgery Respiratory condition Blackouts Any drug reactions
- Any concerns with your lower back, shoulders, elbows or wrists Disability—physical/intellectual/emotional

It is important to us to look after you. If you feel that there is anything that we need to know that is not covered here, please note it in this section - please provide further details (on items above) or specify any other pre-existing medical conditions

2. Emergency Contact Number or next of kin:

3. Do you require any medications?

Agreement to treatment: In the event of accident or illness I authorise the staff of Life's an Adventure, to initiate any X-ray, examination, anaesthetic, medical, surgical or hospital treatment as may be deemed necessary by a licensed physician and/or surgeon. I also authorise to engage such treatment and agree to pay the appropriate fees for such service and treatment. Initials & Date

Photos: Photos taken on this activity may be used to promote our product, tick here if you DO NOT wish photos featuring you to be used.

Assumption of Risk and Waiver:

I agree to:

- a) Stay within the areas defined by the staff of Life's an Adventure,
- b) Commence activities only when indicated by the staff of Life's an Adventure
- c) Cease activities when asked by the staff of Life's an Adventure
- d) Follow any and all directions issued by the staff of Life's an Adventure.

I acknowledge that outdoor activities including, but not exclusively, kayaking, mountain biking and bushwalking have inherent risks that can result in accident, injury and possibly even death. I realise that I am in the outdoors and need to take appropriate action to protect myself from sunburn and dehydration. I realise that the outdoors including; the Australian bush, ocean, estuaries and lakes are the natural habitat of creatures including ants, bees, wasps, snakes, blue bottles, jelly fish, sting rays, sharks and shell fish. I acknowledge that interactions with these creatures and others can result in injuries. I agree that if at any time I feel the need of a drink, sun or cold protection or am feeling pain or any other concern that I will inform the staff of Life's an Adventure immediately. I, the undersigned, in the consideration of and as a condition of acceptance of my participation in this course, my heirs, my executors and administrators, hereby waive all and any claim right or course of action which I might have for or rising out of loss of life or injury, damage or loss of any description whatsoever which may be suffered or sustained or of consequent of participation in this activity. Life's an Adventure shall not be responsible in tort or contract or otherwise for any injury to or death of myself or any other participants or any loss of or damage to any property belonging to myself or any Participants whilst participating in any activity arranged and/or supervised by or on behalf of Life's an Adventure, and Whether or not such injury, death, loss or damage as aforesaid is the result of the negligence or breach of contract or willful default of Life's an Adventure, its servants or agents and whether or not the same occurs in the performance by or on behalf of Life's an Adventure of the contract in events which are in the contemplation of or foreseeable by Life's an Adventure, myself and/or any other Participants or in events which could constitute a fundamental breach of the contract or a breach of a fundamental term thereof. Notwithstanding the above, Life's an Adventure shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of any such warranty. The liability of Life's an Adventure, if any, for any breach of warranty shall be limited at the option of Life's an Adventure to the supply of the services again or the payment of the cost of having the services supplied again.

Participants Signature Date