

Tree Climb Challenge
Tree climb high wire obstacle course Merimbula NSW
CASUAL PARTICIPANT RISK ACKNOWLEDGMENT AND WAIVER

First Name:..... Surname:..... D.O.B:..... Age:.....

Male Female Street Address:.....

Town/Suburb:..... State:..... Postcode:..... Phone No:.....

Email:..... Emergency Contact Name:..... Phone No:.....

Medical Conditions: ASTHMA HIGH BLOOD PRESSURE DIABETES RECENT SURGERY SPECIAL NEEDS

Other (please specify)..... Do you have any special requirements?.....

GENERAL WAIVER AGREEMENT AND RELEASE

INITIAL

By signing this waiver I agree to assume the risks of participating in the Tree Climb Challenge obstacle course. I confirm that I have read and agreed to abide by the Tree Climb Challenge rules set out below. I confirm that I am undertaking the course for the purpose of recreation, enjoyment and leisure.

I acknowledge that I am undertaking an activity at a height 20 metres in the trees, in a bush 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.

If I suffer harm on the course or in Magic Mountain I will not hold Tunshow Pty Ltd (Merimbula's Magic Mountain), or their employees or agents legally responsible for any injuries I suffer. I will not sue Tunshow Pty Ltd (Merimbula's Magic Mountain), 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 responsibility to Tree Climb Challenge, their servants or agents and is provided in consideration for the climbing instruction and activities and other goods and services I have purchased.

I understand Tree Climb Challenge 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.

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 or alcohol and I understand that participation after the consumption of drugs or alcohol will remove any and all liability and responsibility from Tree Climb Challenge and it's staff.

I understand I will supervise other participants and minors in my care and that I will accept responsibility for the minors in my care as per instruction provided by Tree Climb Challenge. If my careless act, omission or negligence results in harm I will take responsibility for my actions and will not hold Tunshow Pty Ltd (Merimbula's Magic Mountain) concurrently responsible. (To be crossed by staff if NA when participants are under the age of 18 or with no children to supervise).

I acknowledge that the Activities have accompany age and height restrictions for participants under the age of 18.

TREE CLIMB CHALLENGE RULES

No Smoking or Open Flames
No Running or excessive screaming, Please respect the other patrons to the park.
Act according to training. If uncertain, Please ask.
Obey the instructors at all times
Nothing in pockets, Especiallyly phones.
Wear Enclosed shoes, skin covered, cover or remove Piercings, tie back hair
For children 9 -11 years Must be accompanied by an adult
(1 adult can accompany up to 4 children)

Participants must undergo a safety lesson before starting the course.
Staff must attach you to safety points
Limit of three participants per platform and one participant per challenge
Use the pulleys for the flying foxes exactly as shown
No hanging up side down.
Return all Tree climb Challenge gear to the Tree Climb admin building
on your completion. Do not take gear to the main office.
Participants must arrive 20 mins prior to their allocated session.

Worried about safety? Be sure to check our safety policy on our website www.magicmountain.net.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 with this waiver, and is interpreted in accordance with the laws in NSW

Signature:..... Date:.....

Where participant is UNDER 18 years of age

TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN (APPOINTED BY LAW)

I,....., being the parent of the above named participant hereby consent to my child participating in the Tree Climb Challenge, I confirm that the participant is or will be 9 years old when participating on the course. 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 by and interpreted in accordance with the laws of NSW

Signature (parent)..... Date.....

WARNING UNDER AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier; Magic Mountain Tree Climb Challenge 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 and result you have made known to the supplier.

Under section 139 A of the commonwealth Competition & Consumer Act 2010 the supplier is entitled to exclude these statutory warranties for recreational services supplied to you. If you sign this form you will be agreeing that your rights to sue the supplier under the Australian Consumer Law 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 for does not apply if your death or injury is due to reckless conduct on the suppliers part.
Reckless conduct is defined in the Commonwealth Competition & Consumer Act 2010 Section 139 A (5)