



Magic Mountain Tree Climb Challenge

Magic Mountain Merimbula Pty Ltd – ABN 34 623 477 627
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

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 the Magic Mountain grounds I will not hold *Magic Mountain Merimbula Pty Ltd*, or their employees or agents legally responsible for any injuries I suffer. I will not sue *Magic Mountain Merimbula Pty Ltd*, 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 *Magic Mountain Merimbula Pty Ltd*, 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 *Magic Mountain Merimbula Pty Ltd* concurrently responsible.
(To be crossed by staff if Not Applicable 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.

INITIAL

TREE CLIMB CHALLENGE SAFETY 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, Especially 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)
- * Children of 8 years have access to blue and yellow course only
- * 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
- * Maximum weight of 120kgs.

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 8 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 Merimbula Pty Ltd* 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 form 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).