

Release of Liability, Indemnification & Assumption of Risk Agreement

I, _____ (full name of participant),

I hereby acknowledge that:

1. This document is intended to form a legally binding agreement between myself and Outer Limits Adventure Fitness Pty Ltd ACN 624 559 744 ("Outer Limits").
2. Outdoor recreational activities are physically challenging and psychologically demanding. I warrant that I am in good health and have an appropriate level of fitness to participate safely without posing a risk to myself, Outer Limits and their staff, other participants, volunteers and/or members of the public. In the event of any pre-existing injuries or conditions, I confirm that I have sought and obtained permission to participate from my treating doctor and/or allied health physician.
3. By electing to participate I understand that I may be exposed to or experience a variety of risks/dangers including but not limited to those caused by my own actions/inactions/negligence, the actions/inactions/negligence of other people or entities, equipment malfunction/issues, weather events and/or location/environmental factors. While efforts have been made to mitigate these risks/dangers, I understand that they are inherent and could result in, amongst other outcomes, injury, illness, disability, financial loss and even death.
4. I am solely responsible for any and all injury (including death), loss, damage, causes of action, claims or demands of any nature arising out of or related to my participation, howsoever caused and irrevocably agree to indemnify Outer Limits, its officers, employees and agents in relation to same.
5. I, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, irrevocably release Outer Limits, its officers, employees and agents and forever hold them harmless from any and all liability including causes of action, claims, demands or losses of any nature whatsoever, including but not limited to, a claim of negligence that I, my heirs, representatives, executors, administrators and assigns may have or that may arise in the future against Outer Limits, its officers, employees and agents on account of death, personal injury, property damage or an accident of any kind, arising out of or in any way related to my participation, howsoever the injury or damage may be caused, including but not limited to the negligence of Outer Limits, its officers, employees and agents.
6. I will act in a careful and responsible manner at all times to ensure my own safety and minimise the risk to others. I will only participate to a level and extent that is appropriate to my skill level, knowledge and health/physical fitness and will not participate if under the influence of drugs, alcohol or another impairment.
7. I consent to Outer Limits, its officers, employees and agents photographing or recording me and thereafter using any or all of the images/footage in promotional material including posting the images/footage on social media and/or the internet.
8. I agree that my given information may be used.

I have read the Release of Liability, Indemnification and Assumption of Risk Agreement. I am aware of the inherent risks/dangers of participating and agree to be bound by the terms of this document.

Signature: _____

Date:

Any other relevant information:

Please note, if the participant is under the age of 18, a signature of the participant's parent or legal guardian is required.

Signature of Parent/Legal Guardian: _____

Date:

Parent/Legal Guardian's Name: _____