



Risk Warning and Waiver of Liability

Name of Provider¹²

Outer Limits Adventure Fitness Pty Ltd ACN 624 559 744 (“Outer Limits”).

Address of Company

323 Ingham Rd, Garbutt State: QLD Postcode: 4814

Name of Participant

Address of Participant

State:

Postcode:

This page and following affects your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, this document must be completed by a parent or legal guardian.

Description of Activities³:

Outdoor adventure and recreational activities including but not limited to: high ropes, low ropes, leap of faith, glider possum, rock climbing, obstacle course, bushwalking, kayaking, stand-up paddle boarding, raft building, abseiling, archery, mountain biking, camping, team sports and trail running.

Participant's Warranties

1. I agree to abide by any of the Outer Limit's rules, and any direction or instruction given to me by Outer Limits during the course of the Activities. I agree to use and/or wear any equipment given to me by Outer Limits.
2. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.
3. I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.
4. I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Risk Warning

5. By electing to participate in any Activity arranged by Outer Limits, I am aware and understand that by my participation, certain risks or dangers may occur which could include:
 - a. physical, bodily or psychological injury or death;
 - b. physical exertion to which I am not accustomed;
 - c. failure of equipment or use of inadequate equipment;

¹ Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

³ Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.



Official Website

www.outerlimitsadventure.com.au

- d. weather events and/or location/environmental factors;
 - e. financial loss;
 - f. there may be no or inadequate facilities for treatment or transport to treatment if I am injured;
 - g. the conditions in which the activities are conducted may vary without warning;
 - h. I may cause injury to other persons and/or other persons may cause injury to me; or
 - i. I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of Outer Limits.
6. I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.
 7. I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that Outer Limits is not liable for the actions of other participants in the group activity.
 8. By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

Exclusion of Liability

9. I agree to and unconditionally release, waive, discharge and forever hold harmless, Outer Limits, its officers, employees and agents from any claims as a result of any personal injury sustained, whether caused by Outer Limits negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.
10. I agree that Outer Limits will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of Outer Limits and agree to indemnify and keep indemnified Outer Limits in respect of any such claim.

Waiver

11. It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the Australian Consumer Law (which is schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue Outer Limits in relation to Outer Limits' services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
12. By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:
 - a. Deaths;
 - b. Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
 - c. The contraction, aggravation or acceleration of a disease;
 - d. The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - i. That is or may be harmful or disadvantageous to you or the community; or
 - ii. That may result in harm or disadvantage to you or community; and
 - iii. That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.
13. I consent to Outer Limits, its officers, employees and agents photographing or recording me participating in any activity arranged by Outer Limits 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.

I agree that my given information may be used in accordance with Outer Limit's privacy policy.

I have read carefully 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. I sign this document freely and voluntarily without inducement of any kind.



Phone
0421 484 211



Email
info@outerlimitsadventure.com.au



Official Website
www.outerlimitsadventure.com.au

Declaration and Signature

Signature of Participant _____ **Date:** _____

Signature of Witness _____ **Date:** _____

For Participant's under age 18

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

This is to certify that I, as a parent/guardian with legal responsibility for the participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless Outer Limits from any and all liabilities arising from my minor child's involvement or participation in the activities and/or recreational services, even if arising from the negligence of Outer Limits.

Signature of Parent/Legal Guardian _____ **Date:** _____

Signature of Witness _____ **Date:** _____

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