

# SKYPEAK ADVENTURES

## GENERAL WAIVER, INDEMNITY AND LIMITATION OF LIABILITY

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING DOCUMENT. IT AFFECTS YOUR LEGAL RIGHTS AND CONTAINS RELEASES OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHTS.

In consideration of **SKYPEAK ADVENTURES (Provider)** allowing

.....  
(Name/s of **Participant/s**)

To take part in the activity known as

.....  
(Name of **Activity**)

At the attraction known as **SKYPEAK ADVENTURES**,

The Participant acknowledges and agrees that is bound by the following terms:

1. The Participant acknowledges and agrees that:
  - (a) they participate in the Activity entirely at their own risk;
  - (b) the Activity is being undertaken for the purposes of recreation, enjoyment or leisure, which involves obvious and inherent risks to the Participant or people in their care or control, as well as a significant degree of physical risk, including the risk of personal injury or death;
  - (c) they are undertaking the Activity freely, voluntarily and at their own risk with full appreciation of the nature and the extent of all risks and requirements involved with the Activity;
  - (d) prior to participating in the Activity the risks and requirements have either been explained to them orally or they have been provided to them in writing;
  - (e) they fully understand the risks and requirements for the Activity;
  - (f) in the event they or any person in their care or control find themselves in difficulty, they are to stop the Activity or request that the Activity be stopped (as the case may be), and seek assistance;
  - (g) prior to signing this Agreement they informed the Provider of any pre-existing medical conditions or injuries which might affect their ability to participate safely in the Activity;
  - (h) if they develop any medical conditions or injuries during the Activity or preparing for the Activity they must inform the Provider immediately;
  - (i) at the time of signing this Agreement and during participation in the Activity, the Participant will not be under the influence of or affected to any extent by, alcohol, medications or drugs (whether legal or illegal);
  - (j) they must not consume any alcohol, medications or drugs (whether legal or illegal) while participating in the Activity;
  - (k) if they are asked to observe any signs or directions relating to the Activity that they will do so;
  - (l) the Provider has an unfettered right to end the Participant's involvement in the Activity or to refuse to allow the Participant to participate in the Activity if the Provider considers in its absolute discretion that the Participant has or may act in a way which is unsafe or reckless.
2. The Participant hereby indemnifies and will keep the Provider and its Associates indemnified from and against all actions, suits, proceedings, claims, liabilities, demands, costs, losses, damages and expenses of whatsoever nature and howsoever occurring, brought against or made upon the Provider or its Associates by the Participant or by any other person or which the Provider or its Associates may themselves pay, suffer, or sustain, arising directly, indirectly or in any other way connected with the Participant participating in the Activity, whether in contract, tort (including negligence), breach of statutory duty or otherwise. This indemnity applies irrespective of any negligence on the part of the Provider, its Associates or any other person.
3. The Participant hereby releases, discharges and holds harmless the Provider and its Associates from all actions, suits, proceedings, claims, liabilities, demands, costs, losses, damages and expenses of whatsoever nature and howsoever occurring, brought against or made upon the Provider or its Associates by the Participant

or by any other person or which the Provider or its Associates may themselves pay, suffer, or sustain, arising directly, indirectly or in any other way connected with the Participant participating in the Activity, whether in contract, tort (including negligence), breach of statutory duty or otherwise. This indemnity applies irrespective of any negligence on the part of the Provider, its Associates or any other person.

4. This Agreement may be pleaded as a bar by the Provider and its Associates to any action, suit, proceeding, claim, liability, demand, costs, losses, damages and expenses made by the Participant or anyone claiming by, through or under the Participant howsoever arising out of or in connection with the Participant participating in the Activity.
5. Certain legislation, including the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Acts* of the States and Territories, may imply or impose warranties or terms into any agreement between the Provider and the Participant, which cannot be excluded restricted or modified except to a limited extent. To the extent allowed any such legislation or otherwise at law, the Provider and its Associates limit their liability to, at the Provider's sole discretion, supplying the services again, or the payment of the cost of having the services supplied again.
6. All of the clauses in this Agreement are to be construed individually and should any one of these clauses or parts thereof become invalid or unenforceable or be otherwise severed from this Agreement, the remaining clauses shall remain valid and enforceable and such clauses will be determinative of the liability of the Participant, the Provider and its Associates (except to the extent any statute may provide otherwise) relating to the Participant's participation in the Activity.
7. Where the Participant is under the age of 18 years of age or otherwise under a legal disability, the below-signed Legal Guardian enters into this Agreement on behalf of the Participant. All references to "Participant" in this Agreement will be taken to be reference not only to the Participant but also to the Legal Guardian on behalf of the Participant.
8. In this Agreement:  
  
'Associates' means any associated or related entity of the Provider, or any employee, servant, agent, director, volunteer, or officer of the Provider or an associated or related entity of the Provider.

#### **Declaration and signature**

By signing this Agreement the Participant acknowledges that:

9. they are bound by the above terms;
10. participation in the Activity may cause them to suffer personal injury or death;
11. they understand that they waive their right to sue the Provider for losses relating to their personal injury or death that result from participation in the Activity including from the Provider's negligence.

<b>Signature of Participant:</b>	<b>Date of Birth</b>	<b>Post Code</b>

<b>Name of Participant</b>	<b>Email Address of Participant</b>

<b>Signature of Legal Guardian (if Participant is under 18 years of age or under a legal disability):</b>	<b>Date</b>

<b>Name of Legal Guardian</b>	<b>Email Address of Legal Guardian</b>