

# waiver



**WARNING: This activity is a dangerous recreational activity as defined in the Civil Liability Act. Please read carefully and sign the following.**

ECOLINE offers the possibility to take part in the activities of **TREETOP ADVENTURE PARK** where the enjoyment is derived in part from the inherent risk of participation. The company provides relevant safety/protective equipment and procedural instruction considered necessary for safe participation in such activities. The park is fully covered by public liability insurance. However, when established safety procedures are not followed, the risk associated in participating in such activities is increased.

**Important:** The equipment provided must be used according to the instructions given. Your signature on this form is required for you (meaning you and any children who are participating under your responsibility and whose name(s) have been written below) to participate in the activities offered at TreeTops.

I \_\_\_\_\_ of \_\_\_\_\_  
(Name of Participant or Parent/Carer if participant is under 18 years-old) (Address)

\_\_\_\_\_  
(Postcode)

Name of participant under 18 years old	Age	Name of participant under 18 years old	Age

I hereby acknowledge that I have been advised and thoroughly informed of the risks of the activities.

**In particular, I acknowledge that:**

- Nothing in this form excludes, restricts or modifies any condition, warranty, right or remedy, implied or imposed by any Statute or Regulation that cannot lawfully be excluded, restricted or modified as contained within the Competition and Consumer Act 2010 (commonwealth), formerly the Trade Practices Act which may include Part V of the Trade Practices Act 1974 (commonwealth) and corresponding provisions of State or Territory legislation. All express or implied representations, conditions, warranties and provision, whether based in Statute, or otherwise relating to provision of products and services pursuant to all contemplated by this document that are not contained within these terms are excluded to the extent permitted by law.
- I am required to wear approved safety equipment while participating in the activities.
- I am required to attend and follow a training presentation on safety rules before participating in the activities.
- I am responsible for the full application of the safety rules.
- I am responsible for ensuring children/youth/juniors in my care follow the safety rules and are behaving appropriately.
- I am aware that there are instructors available to answer any questions that I have as to the proper use of the equipment.
- The activities may be physically demanding, requiring a basic level of physical fitness and that the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. It is strongly recommended that people with these conditions DO NOT participate.
- I do not suffer any illness, ailment or incapacity that may affect participation in such activities.
- I understand that the activities involve certain inherent risks and exposure to the natural elements.
- The company will rely on this declaration and is not responsible for my decision to participate in the activities.
- I have entered and remain on the premises of TreeTops and I am participating in this activity at my own risk.
- By the principals, servants and/or agents of Ecoline Pty Ltd and TreeTop Adventure Park Newcastle Pty Ltd of the risks associated with the activities and to the extent permitted by law, I hereby release and hold harmless Ecoline Pty Ltd, TreeTop Adventure Park Newcastle Pty Ltd, the Office of Environment and Heritage, its principals, servants and/or agents from any suit, demand or claim whether present, future or contingent arising as a consequence of and not limited to death, injury or disablement received by myself/my children during the participation in the said activities.
- I allow TreeTops to use any video footage and photographs taken during my experience and consent to the use of the participant's name, likeness, voice and biographical material in connection with TreeTops and publicity or promotion of TreeTops, including without limitation, in connection with TreeTops Internet site. The ownership and copyrights to the video and photographs including the participant's appearance taken by the Company will remain with the Company.

**I further state that I am of lawful age and legally competent to sign this waiver, or that I am legally competent to sign this document as a parent/guardian. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.**

Signature: \_\_\_\_\_

Date of signing document: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date of participation if different: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**This waiver form is signed by the adult named above on their own behalf and on behalf of any child under their care listed above.**