



## RISK WARNING

- 1) I understand that the Adventure Obstacle Course (**Event**) promoted, organised and conducted by Numinbah Valley Events Pty Ltd (ACN 612 828 314) (the **Company**) from time to time is an inherently dangerous recreational activity and there is significant risk of injury, disability or death by attending or participating in the Event. **IF YOU DO NOT WISH TO BE EXPOSED TO SUCH RISKS, THEN YOU SHOULD NOT ATTEND OR PARTICIPATE IN THE EVENT.**
- 2) I acknowledge that the Event presents extreme challenges and obstacles, including, but not limited to crawling through mud pits, swimming in cold water, climbing over walls/hurdles, crawling through pipes, walking over balance beams, swinging across monkey bars, climbing over cargo nets, crawling under cargo nets, sliding down a slide into a mud pit, climbing over a mound of tyres, running over giant air pillows, lifting and carrying sand bags which may weigh up to 20kg, climbing over hay stacks, crawling underneath barb-wire, scaling heights and jumping into water. I also acknowledge that the Event is conducted in a hostile environment that might include extreme weather conditions, traversing water crossings and muddy areas, steep hills and uneven terrain.
- 3) I understand and acknowledge that the risks associated with attending or participating in the Event include but are not limited to the risk that I may suffer harm as a result of my own actions or inactions, the actions or inactions or negligence of others (including the negligence of the Company or any of the Associated Entities), contact with others (including participants, staff, volunteers or spectators), partaking in or completing any of the obstacles, defective equipment, the failure or unsuitability of facilities to ensure my safety, the effects of weather (including high heat and/or humidity), health risks (including but not limited to overexertion, dehydration, fatigue, lack of fitness or conditioning).

## ASSUMPTION OF RISK, EXCLUSION OF LIABILITY, RELEASE AND INDEMNITY

In exchange for being able to attend and/or participate in the Event, I agree:

- 1) to attend and/or participate in the Event at my own risk;
- 2) to the maximum extent permitted by law, to exclude, release and forever discharge the Company in relation to its provision of Recreational Services from all liability for:
  - a. my death;
  - b. any physical or mental injury (including the aggravation, acceleration or recurrence of such 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:
    - i. that is or may be harmful or disadvantageous to me or the community; or
    - ii. that may result in harm or disadvantage to me or the community,howsoever arising from my attendance and/or participation in the Event, whether caused by the negligence of others (including the negligence of the Company or any of the Associated Entities), breach of contract, statute or statutory duty, or common law otherwise;
- 3) to the maximum extent permitted by law, to indemnify and keep indemnified the Company and the Associated Entities in respect of any action, suit, proceeding, claim, demand or cause of action however arising (including but not limited to negligence) by any person.

## PARTICIPANT RULES

- 1) I acknowledge that the Company is committed to conducting the Event in a safe manner and holds the safety of participants in the highest regard and understand that the Company will attempt to reduce the risk of harm to participants by insisting that all participants follow safety rules and warnings and instructions or directions that are designed to protect the participants' safety. I also acknowledge that I can elect to by-pass any obstacles that I do not feel confident in completing.
- 2) I agree to familiarise myself with and comply with all posted rules and warnings during the Event and follow any instructions or directions given by any employees, representatives or agents of the Company during the Event.
- 3) I assert that I am in good health and in proper physical condition and sufficiently skilled to safely participate in the Event. I further assert that I have no known or knowable physical or medical conditions that would affect my ability to safely participate in the Event.

- 4) I understand that I am solely responsible at all times for determining if I am (or if my minor child is) in good health and in proper physical condition and sufficiently skilled to participate in the Event. I further understand that I am encouraged by the Company to get a medical clearance prior to participating in the Event, especially, but not limited to, if I am pregnant, disabled in any way or have recently suffered an illness, injury or impairment.
- 5) I understand that some of the obstacles may go through water and I acknowledge and accept that the water has not been and may not be tested for chemicals, disease or contamination and that wild animals, insects and plants may be present at the Event.
- 6) I certify that on the day of the Event I will not be under the influence of alcohol or drugs or use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Event.
- 7) I consent to medical care and transportation in order to obtain treatment in the event of injury to me during the Event, as volunteers or medical professionals may deem appropriate.
- 8) I agree to assume all costs of medical treatment and transportation provided in the event of an emergency and/or injury to me.
- 9) I understand and agree that I am expected to exhibit appropriate behaviour at all times and to obey all local, state and federal civil and criminal laws at all times while participating in or attending the Event.
- 10) I understand that the Company, and its employees, representatives and agents can dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Event, another person, facility or property of any kind.
- 11) I consent to the use of my image in photographs, motion pictures, or recordings taken at the Event for use in the advertising, marketing or promotion of the Event or any other event promoted or conducted by the Company. I also assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of me during the Event to the Company.
- 12) To the full extent permitted by law, I agree that all entry fee payments are final and non-refundable.
- 13) I agree that Numinbah Valley Events reserves the right to cancel the Event in the event of extreme weather or for any reason that will protect the safety and security of the participants and spectators.
- 14) I confirm that on the date of the Event I will be at least 18 years old OR on the date of the Event I confirm that I will be at least 7 years old and my Parent/Guardian has read this document and consented to its terms.

## **UNDERSTANDINGS AND DEFINITIONS**

- 1) I agree that any provision in this document which is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this document nor effect the validity or enforceability of that provision in any other jurisdiction.
- 2) I understand that nothing in this document:
  - a. excludes the, restricts or modifies the rights that you may have as a result of a significant personal injury that is caused by the Reckless Conduct of the Company as the supplier of the Event/Recreational Services;
  - b. prevents the Company or the Associated Entities from relying on the laws (including statute or common law) that limit or preclude their liability; and
  - c. excludes any term or guarantee which under statute common be excluded, however the liability of the Company or the Associated Entities is limited to the minimum liability allowable by law.
- 3) In this document: "Associated Entities" means the land owner and all other persons involved in the conduct, promotion and organisation of the Event; and "Reckless Conduct" and "Recreational Services" has the meaning given to those terms under the Australian Consumer Law.

## **CONSENT OF PARENT OR GUARDIAN FOR PARTICIPANT UNDER THE AGE OF 18**

- 1) I am the parent or guardian of the below named participant (Minor).
- 2) I have read this document and understood its contents, including the warning, assumption of risk, exclusion of liability, release and indemnity, and have explained the contents to the Minor.
- 3) I give my approval for the Minor's participation in the Event at his/her own risk and hereby provide the acknowledgements and agreements in this document on my own behalf and on behalf of the Minor.

**Minor's Full Name (Print)** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

**Parent/Guardian Name (print)** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_