

TATPP Unit Trust

ABN 24 571 428 084

HOLLYBANK WILDERNESS ADVENTURES - RISK ACKNOWLEDGEMENT

By participating on a Zipline Tour, Segway Tour or Tree Ropes Course herein referred to as ("the Activity") you and any participating child under 18 years listed below acknowledge and agree that the Activity conducted by TATPP Unit Trust is in the nature of an "extreme sport" and as such, acknowledge that the Activity involves a number of inherent risks.

1. By signing this waiver, I/we understand that not all risks can be predicted due to the nature of the Activity. I/we acknowledge and agree that I/we have undertaken the activity freely, voluntarily and absolutely at my own risk with a full appreciation of the nature and extent of all risks involved in the activity.
2. I/we acknowledge that I/we will be required to physically exert myself/ourselves and that possible injury may occur due to the nature of the Activity. Therefore I/we acknowledge I/we must remain within my/own personal limitations.
3. I/we acknowledge that I am/we are participating in an Activity that will go up to 50m high above ground level in a forest environment and that at ground level, the Activity involves narrow forest pathways. I/we understand that appropriate protective equipment and training will be provided.
4. I/we understand that there are age, height and weight restrictions for each Activity and the staff of TATPP have discretion to allow or restrict the participant to attempt an activity outside of these restrictions based on the participant's individual capabilities and weather conditions. Zipline up to 135kg. Segway between 45kg – 117kg. Ropes Course up to 120kg.
5. I/we agree to abide by rules and instructions given by TATPP and its Personnel. If I/we suffer any harm on Activity, I/we will not hold TATPP or its Personnel legally responsible for any injuries suffered (to the full extent permitted by law). Rules include wearing enclosed footwear, nothing in pockets, no dresses/skirts, hair tied back, not hanging upside down and remaining on marked pathways.
6. I/we are not affected by drugs and alcohol and that TATPP retains the right to refuse participation, if they determine, in absolute discretion, that I/we may be affected by drugs or alcohol. I understand that participation in the Activities after the consumption of drugs or alcohol will remove any and all liability and responsibility from TATPP and its Personnel.

Model Release

I agree that the images taken of any participant listed below whilst on the Activity and within the grounds of the complex may be used for publicity purposes. It is understood by both parties that these images are for the sole use of publicity in the form of, brochures, pamphlets, projected images and on screen and will under no circumstances be used for any other purpose. Verbal consent will be requested prior to images being captured by Hollybank Wilderness Adventures.

Medical Condition

I/we understand TATPP requires all relevant information about my health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my/our safety or that may be exacerbated by participation in the Activity and that if I/we fail to provide this information the staff will not be able to take appropriate action to limit the risk of harm. If applicable, please provide details of the condition, injury or impairment and the required medication below. *Medical conditions can include but are not limited to the following; sight or hearing impediments, pregnancy, previous limb/joint surgeries or injuries, amputations, heart conditions, conditions that may increase the risk of fainting/falling, learning/difficulties following instructions. Please note, not all of the above conditions/injuries will preclude you from participation, but will assist our staff in providing appropriate assistance during participation. If applicable, please detail in the section below.*

By signing this waiver I (print name), _____ expressly state that I have read and understood this waiver, that I have legal capacity and I warrant that all of the information provided is true and correct. Any persons listed on this form will abide by the above rules and by TATPP and its Personnel.

SIGNATURE: _____ **DATE:** _____

Address _____ Suburb _____

State _____ Postcode _____ Country _____

Email _____ Phone Number _____

Participants Over 18 Years or Parent/Guardian: (only complete section if you are participating in the activity)

| Full Name | Age | Medical Conditions (Circle applicable. If yes, please provide details) |
|-----------|-----|--|
| | | Y / N |

Initial (if applicable):

I am supervising other participants and I will accept responsibility for their safety as per any instruction provided by TATPP. If my careless act, omission or negligence results in harm to any other participants, I will take full responsibility for my actions and will not hold TATPP concurrently responsible and will fully indemnify the company and its Personnel against any Liability (to be crossed out by TATPP if n/a).

Initials

Participants Under 18 Years that I am taking legal responsibility for:

| Full Name | Age | Medical Conditions (Circle applicable. If yes, please provide details) |
|-----------|-----|--|
| | | Y / N |
| | | Y / N |
| | | Y / N |
| | | Y / N |

RISK WARNING AND WAIVER

This risk warning constitutes a 'risk warning' in accordance with relevant legislation, including the *Australian Consumer Law (Tasmania) (ACL) ACT 2010* and the *Civil Liabilities Act 2002 (TAS) (CLA)*.

By signing this waiver I agree that my rights (or the rights of the person to whom or on whose behalf I am acquiring the services) to sue TATPP in relation to recreational services or recreational activities that I undertake because the services or activities were not in accordance with the relevant statutory guarantees under the Competition and Consumer Act 2010, were excluded, restricted or modified as set out below.

By signing this waiver, I agree that the liability of TATPP in relation to recreational services (as that term is defined in the CCA) and recreational activities (as defined in the CLA) for any:

- (a) death;
- (b) a physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- (c) the contraction, aggravation or acceleration of a disease of an individual; or
- (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:
 - a. that is or may be harmful or disadvantageous to you or the community; or
 - b. that may result in harm or disadvantage to you or the community;

that may be suffered by you (or a person to whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

Zipline Segway Ropes