

**PARTICIPANT DECLARATION**  
Trees Newcastle Pty Ltd ABN 66 637 598 960 (TA)

In consideration of, and as a condition of my participation in the TA Tree Top Obstacle Course in Trees Newcastle (Course), I acknowledge and agree as follows (for participants under 18yo, a parent/guardian must also acknowledge and agree):

**Rules of participation**

1. I will follow any rules, directions and/or instructions set by or from TA (or its agents) in connection with the Course (rules). If I fail to comply with these rules I will not be permitted to participate or to continue to participate in the Course. Full Participation Rules are available at <https://treetopsadventure.com.au/terms-and-conditions/>
2. I confirm that I meet the weight requirements of being under 120kg, to participate on The Activity.

**Risk Warning**

3. The Course is inherently dangerous and involves risks, including but not limited to undertaking an activity at a height of up to 20m in trees in a forest environment and to branch falls. Accidents can happen. I understand not all risks can be predicted. I may face harm by participating in the Course which may result in personal injury, death or property damage.

**Waiver**

4. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation. As a supplier of recreational services TA may ask me to agree that the statutory guarantees under the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities). Full ACL is available at [treetopsadventure.com.au/legislation](https://treetopsadventure.com.au/legislation)
5. By agreeing to these terms and conditions, I agree that those statutory guarantees do not apply to me. I understand that this means my rights (or the rights of a person on whose behalf I am acquiring the services) to sue TA in relation to the recreational services that I undertake because the services or recreational activities provided were not in accordance with those guarantees are excluded, restricted or modified as set out below.

**Release and indemnity**

6. Save that the below releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the gross negligence of TA, I:
  - a. release and will release TA from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Course; and
  - b. release and indemnify TA against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the TA or in any other manner whatsoever; and
  - c. indemnify and will keep indemnified TA to the extent permitted by law in respect of any Claim by any person:
    - i. arising as a result of or in connection with my participation in the Course;
    - ii. against TA in respect of any injury, loss or damage arising out of or in connection with my failure to comply with TA's rules and/or directions.

**Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence, (but not gross negligence) by any person expressly entitled to make a claim under any applicable insurance policy.

**Disclosure of Medical Conditions and Fitness to Participate**

7. I warrant that prior to participating in the Course I am and must continue to be medically, mentally and physically fit and able to undertake and participate in the Course. I acknowledge that TA relies on information provided by me and that all such information is accurate and complete.

**Right to Use Image**

8. I acknowledge and agree that photographs, videos and electronic images may be taken and owned by TA and that TA may use the photographs for promotional purposes. Verbal consent will be requested prior to images being captured by TA.

**Privacy**

9. I have provided personal information to TA. This information is collected and may be used in accordance with TA's Privacy Policy (<https://treetopsadventure.com.au/privacy-statement/>)

**PARTICIPANTS OVER 18 YEARS OR PARENT/LEGAL GUARDIAN DETAILS:**

I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

Full Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age: \_\_\_\_\_  
Address \_\_\_\_\_  
Phone: \_\_\_\_\_ Emergency Contact Name and Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Medical Conditions: \_\_\_\_\_

**PARTICIPANTS UNDER 18 YEARS:**

I, \_\_\_\_\_, the parent or guardian of the participant, authorise and consent to their participation in the Course. I expressly agree to be responsible for the participant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this declaration, including the risk warning, exclusion of implied terms and provision by me of a release and indemnity in the terms set out above.

Full Name	Date of Birth	Age	Medical Conditions

I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by TA. I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

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

**WARNING UNDER THE FAIR TRADING ACT 1987 No 68 (NSW ACT)**

Under the NSW Act, several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form [Treetops Adventure] is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under NSW Act, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under NSW Act if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2012.

BK# \_\_\_\_\_