

PARTICIPANT DECLARATION

Canopy Adventure Yanchep Pty Ltd ABN 44 623 398 292 - Trees Adventure Yanchep National Park (CAY)

In consideration of, and as a condition of my participation in the CAY Tree Top Obstacle Course in Yanchep National Park (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 CAY (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 15m 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 CAY 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
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 CAY 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 CAY, I:
 - a. release and will release CAY 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 CAY 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 CAY or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified CAY 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 CAY in respect of any injury, loss or damage arising out of or in connection with my failure to comply with CAY'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 CAY 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 CAY and that CAY may use the photographs for promotional purposes. Verbal consent will always be requested prior to images being captured by CAY.

Privacy

9. I have provided personal information to CAY. This information is collected and may be used in accordance with CAY's Privacy Policy (available at <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 CAY. I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

Signature: _____ Date: _____

RISK AND WARNING WAIVER

I acknowledge and agree that I undertake this activity voluntarily and at my own risk. I also acknowledge that this risk warning constitutes a 'risk warning' in accordance with relevant legislation, including the *Competition and Consumer Act 2010* (Cth) (CCA) and the *Civil Liabilities Act 2002* (WA) (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 Canopy Adventure Yanchep 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 CCA, are excluded, restricted or modified as set out below.

By signing this waiver, I agree that the liability of Canopy Adventure Yanchep 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.

BK# _____