

PARTICIPANT WAIVER AND RISK WARNING (Waiver)

In consideration of, and as a condition of my participation in the Treetops Adventure/Next Level ('TA') activities, I acknowledge and agree as follows (for participants under 18yo or otherwise deemed as incapable of understanding this declaration, a parent/guardian must also acknowledge and agree):

Activities Covered

Zipline Tours, Segway Tours, Tree Ropes Course, Zipcoaster, Network, Mountain Biking] and any other activities by TA (**Activities**)

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 Activities (**rules**) including wearing safety PPE during participation. If I fail to comply with these rules I will not be permitted to participate or to continue to participate in the Activities. Full Participation Rules are available at <https://treetopsadventure.com.au/terms-and-conditions/> or <https://nextlevelpark.com.au/terms-of-use>.
2. I confirm that I meet the weight requirements of being under 120kg, to participate on the Activities.
3. Onsite Adult (18+) supervision is required for all guests 17 years and under or any individual, of any age, who is incapable of understanding direction. A Grown-Up ticketholder (refer below for relevant ages) participating in the Activities, may act as a supervisor, in accordance with the supervision requirements for the Activities, provided an Adult is onsite at all times during the Activities. If an appointed participating guardian is 17 years or younger, an additional Adult supervisor (18+) will also be required to be onsite at all times during the Activities. A Grown-Up ticketholder means includes participants aged 16+ years and over, for Tree Ropes Course, Network or Zipcoaster. A Grown-Up means participants aged 18+, for the Zipline and Segway Tours.

Declaration

4. When participating in Activities, I agree that I am participating at my own risk and are subject to the terms of this **Waiver**.
5. I declare that:
 - a. I am aware that the Activities involve physical activities from up to 20 metres from the ground in trees in a forest environment, branch falls, obstacles, overexertion, heat, cold and other adverse weather conditions and accidents with other participants or spectators;
 - b. I am mentally and physically able to participate in the Activities;
 - c. I understand that I should not participate in the Activities unless I have trained appropriately and are in good physical condition;
 - d. I will participate within my skill level and capability during the Activities;
 - e. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate.

Risk Warning

6. I acknowledge that the Activities are inherently dangerous recreational activities and/or recreational services and involves obvious risks to my health and safety. The risks include, but are not limited to:
 - a. death;
 - b. physical or mental injury (e.g. twists, sprains, broken bones, spinal injury, paralysis);
 - c. 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.

Waiver

7. 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.
8. By agreeing to this **Waiver**, I agree that the statutory guarantees do not apply to me, or do not apply to the person of whom I am a parent/guardian of. 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 which are excluded, restricted or modified as set out below.
9. I 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 or <https://nextlevelpark.com.au/wp-content/uploads/2020/12/Legislation.pdf>
10. [ACT] I agree that the statutory guarantees under the Fair Trading (Australian Consumer Law) Act 1992 (ACT) (Australian Consumer Law (ACT)) in Schedule 2 to the Competition and Consumer Act 2010 (Cth) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities).
11. [Victoria] **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**
 - a. If you sign this form, you will be agreeing that your rights to sue TA, the supplier, under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
 - b. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:
 - i. are rendered with due care and skill; and
 - ii. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
 - iii. might reasonably be expected to achieve any result you have made known to the supplier.
 - c. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.
 - d. 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, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.
12. [NSW] I acknowledge and agree by signing this **Waiver** that pursuant to the Civil Liability Act 2002 (NSW) TA has no duty of care to me (or a person for whom or on whose behalf I am acquiring the Activities) in relation to the Activities as a result of the Risk Warning included at clauses 5 and 6 of this **Waiver**.
13. [Qld] I acknowledge and agree by signing this **Waiver** that pursuant to the Civil Liability Act 2003 (Qld) TA has no duty of care to me (or a person for whom or on whose behalf I am acquiring the Activities) in relation to the Activities as a result of the Risk Warning included at clauses 5 and 6 of this **Waiver**, all of which are being obvious risks.
14. [Tas] I acknowledge and agree by signing this **Waiver** that pursuant to the Civil Liability Act 2002 (Tas) TA has no duty of care to me (or a person for whom or on whose behalf I am acquiring the Activities) in relation to the Activities as a result of the Risk Warning included at clauses 5 and 6 of this **Waiver**, all of which are being obvious risks.
15. [WA] By signing this **Waiver** I agree that pursuant to the Civil Liability Act 2002 (WA) TA has no duty of care to me (or a person for whom or on whose behalf I am acquiring the Activities) in relation to the Activities as a result of the Risk Warning included at clauses 5 and 6 of this **Waiver**.

Release and indemnity

16. 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, to the full extent permitted by law and in addition to any other releases or waivers in this **Waiver**:
 - a. waive and 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 Activity; and
 - b. waive, 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 Activities;
 - 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

17. I warrant that prior to participating in the Activity I am and must continue to be medically, mentally and physically fit and not knowingly pregnant to be able to undertake and participate in the Activity. I acknowledge that TA relies on information provided by me and that all such information is accurate and complete.

Right to Use Image

18. 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

19. 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 OR OF ANY AGE, WHO REQUIRE A PARENT PRESENT DUE TO BEING UNABLE TO UNDERSTAND THIS DOCUMENT:

I, _____, the parent or guardian of the under 18 participant, _____ (full name of participant) authorise and consent to their participation in the Activities. I understand and agree that if an appointed participating guardian is 17 years or younger, an additional Adult supervisor (18+) is required to be onsite at all times during the Activity and is responsible for the participant's

behavior. In my own capacity and in my capacity as parent or guardian, I agree to and accept the terms set out in this declaration, including the risk warnings, exclusion of implied terms and provision of a release and indemnity on 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: _____

"Treetops Adventure" and "Next Level" Includes: Trees Belgrave ABN 65 126 940 449, Trees Yarramundi ABN 42 620 193 400, Trees Nowra ABN 97 620 192 949, Trees Yeodene ABN 28 616 430 589, Trees Sunshine ABN 60 621 976 878, Trees Central Coast ABN 58 637 598 924, Trees Western Sydney ABN 40 637 599 216, Trees Newcastle ABN 66 637 598 960, Trees Coffs Harbour ABN 30 637 601 515, Trees Pennant Hills ABN 90 637 599 430, Trees Cape Tribulation ABN 41 658 399 216, Canopy Adventure ABN 87 605 558 656, Canopy Adventure Yanchep ABN 44 623 398 292, TATPP Unit Trust (Hollybank) ABN 24 571 428 084, Trees Mosman ABN 91 639 812 338, Treetops Adventure St Ives ABN 55 650 615 508, Trees Canberra ABN 42 674 487 435.

WARNING UNDER THE FAIR TRADING ACT 1987 No 68 (NSW ACT), AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC ACT), Australian Consumer Law (Tasmania) (ACL) ACT 2010 and the Civil Liabilities Act 2002 (TAS) (CLA), Competition and Consumer Act 2010 (Cth) (CCA), the Civil Liabilities Act 2002 (WA) (CLA), Civil Law (Wrongs) 2002 (ACT) and the Australian Consumer Law (ACT)

Under the Acts, several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form [Treetops Adventure] and [Next Level] 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 the Acts, 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 the 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 2022.

BK# _____

VIEW ONLY