

PARTICIPATION AND INJURY WAIVER FORM

Provider Name: Positive Energy Adventures & Retreats Pty Limited
(ABN 49 658 018 903) (“Provider”)

Participant Name: (“Participant”)

RISK WARNING

Recreational activities (including outdoor programs and activities such as coastal hiking, glamping, adventure retreats, snorkelling, paddling and cycling) involve a risk of physical harm or personal injury including permanent disability or death. Such injury may result not only from your actions but from the action or omission or negligence of others.

The Provider, in consideration of conducting its outdoor recreational activities and retreats, permits the Participant to participate in and use its equipment associated with the activities on the following terms and conditions:

1. The Participant warrants that they are medically fit (including physically and mentally) to undertake the recreational activities and that they have not been advised otherwise by a medical practitioner.
2. The Participant warrants that they will inspect the equipment and all fixtures, fittings, appliances, goods, apparatus, gadgets, machines or other things supplied, provided or used in or related to the outdoor activities and agree that they will not participate in undertaking the recreational activity unless they are completely satisfied with the adequacy and condition of the equipment.
3. The Participant acknowledges the risk warning set out above and confirm that the warning constitutes a risk warning pursuant to the *Civil Liability Act 2002*. They agree and assume all risks in connection with its participation in the recreational activity and acknowledge that the Provider is not liable for the breach of any express or implied warranty that services it provides will be provided with reasonable care and skill.
4. The Participant agrees that they will abide by any verbal or written instructions in relation to access to or use of the equipment or participation in the outdoor recreational activity and that they will at all times comply with the Provider’s instruction.
5. The Participant agrees and warrants that they will wear such protective clothing including a helmet whilst cycling, as required while participating in the recreational activities. The Participant indemnifies the Provider against any loss it may suffer as a result of any breach of this clause.
6. The Participant acknowledges that they engage in the recreational activity at their own risk and, except to the extent that the law, including the *Competition and Consumer Act 2010 (CCA)* provides otherwise, waive, release and discharge all and any claim, right or cause of action however arising including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent, which they may otherwise have for, or arising out of loss of life or injury, damage or loss of any description whatsoever and howsoever caused which they may suffer or sustain in the course of or consequent upon their participation in the recreational activity.
7. The Participant acknowledges that to the maximum extent permitted by the CCA, the Provider excludes liability to them for:
 - a. Death;
 - b. Personal injury; and
 - c. The contraction, aggravation, acceleration of a disease,arising out of any failure by the Provider, its employees or agents to comply with any Consumer Guarantee applying to the services.

8. The Participant indemnifies the Provider against any claim, right or cause of action, howsoever arising, including from any negligent act or omission of any person, whether or not presently ascertained, immediate, future or contingent which they may have for, or arising out of, loss of their life or injury, damage or loss of any description whatsoever and howsoever caused which they may suffer or sustain in the course of or consequent upon their participation in the recreational activity.
9. The Participant agrees that the waiver, release and discharge and the indemnity operate in favour of the Provider, its employees, assigns, sponsors, agents, officers, board members and any related bodies and each is a "released person" and shall so operate whether or not the loss, injury or damage is due or attributable to an act, neglect or omission (including from any negligent act or omission of any person) of any one or more of the released persons.
10. The Participant agrees that the waiver, release and discharge and the indemnity may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or may be recovered against the Provider, its employees, assigns, sponsors, agents, officers, board members and any related bodies
11. The liability of the Provider is limited to the undertaking of recreational activity on public land and premises. The Provider is not liable in any circumstance for any action arising in relation to the recreational activity undertaken on public land and premises.
12. The Provider may refuse the participation of a Participant in any of its recreational activities at any time without notice to the Participant.

DECLARATION

I declare I am over the age of eighteen (18) years of age and confirm that I have read carefully and understand the above agreement and I agree to be bound by each of the conditions and having done so, I agree to these terms and conditions voluntarily.

Participant Signature: _____

Participant Name: _____

Date: _____