

Trees Adventure Pty Ltd ABN 65 126 940 449  
**Trees Adventure Tree Top Obstacle Course, Belgrave Victoria**  
**CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER**

First Name: ..... Last Name: ..... Date of Birth: / / Age: .....  
Sex: Male  Female  Street Address: .....  
..... Suburb: ..... State: ..... Postcode: .....  
Phone Number: (.....) ..... Email: .....  
Emergency Contact: ..... (Name) ..... (Phone) .....  
Medical conditions: .....

**GENERAL WAIVER AGREEMENT AND RELEASE**

I agree to assume the risks of participating on a tree obstacle course and I have read the Trees Adventure rules here below on this form.

Initials

I acknowledge that I am undertaking an activity at height in the trees in a forest environment. I understand this activity takes place up to 15 metres in a forest and is therefore inherently risky. Some of these risks include but are not limited to branch and tree falls. I understand not all risks can be predicted and that I may face harm by taking part, including injury or death.

Initials

If I suffer harm on the tree obstacle course or in Glen Harrow Park I will not hold Trees Adventure, employees or agents legally responsible for any injuries I suffer. I will not sue Trees Adventure, its employees or agents for any claims, costs, damages or liabilities. I agree to release Trees Adventure and its employees from legal responsibility for the service I have been provided.

Initials

I understand Trees Adventure needs all relevant information about my health and capabilities and that if I fail to provide this information the staff will not be able to take appropriate action to limit the risk of harm to myself.

Initials

I understand I will be required to physically exert myself and that it is possible I could injure myself during this activity and I am not affected by drugs or alcohol.

Initials

I understand I will supervise other participants and that I will accept responsibility for their safety as per instruction provided by Trees Adventure. If my negligence results in harm I will take responsibility for my actions and not hold Trees Adventure responsible. (To be crossed by staff if NA).

Initials

I acknowledge that the Activities are graded according to difficulty (e.g. green the easiest to black the most difficult) with accompanying age and height restrictions for participants under the age of 18. In circumstances where a participant under the age of 18 has successfully completed a green course and wishes to attempt a course with a level of difficulty in excess of the participant's age or height, the staff of Trees Adventure have discretion to allow the participant to attempt the tree top course (with the prior consent of their parent), irrespective of their age or height, based on the participant's individual capabilities.

Initials

**TREES ADVENTURE RULES**

**A** - No smoking or flames. **B** - No running or screaming. Please respect our wildlife and neighbours and keep noise down. **C** - No drinking from cans due to risks from bees and wasps. **D** - Act according to training. If uncertain – please ask. **E** - Obey the instructors at all times. **F** - Nothing in pockets, especially phones. **G** - Wear close-toed shoes, cover waists, remove or cover piercings, tie back hair. **H** - Supervision ratios. 5-9 years: 2 kids: 1 participating adult (8 and 9 year olds can be supervised from the ground at the discretion of Trees Adventure staff). 10-11 years: 4 kids: 1 participating adult. **I** - Participants must undergo a safety lesson before starting the courses. **J** - Staff must attach you to the starting points. No attaching yourselves. **K** - Limit of 2 participants per platform and 1 participant per challenge. **L** - Be sure to use the pulleys for the flying foxes exactly as shown. **M** - No hanging upside down. **N** - No starting the black course before you have finished the red without assistance. **O** - Do not leave the paths – this is to prevent root compaction to our trees and damage to conservation areas. **P** - Return all Trees Adventure gear to the starting point. Do not take gear beyond ticket office if you are going to car park or toilet.

**Worried about safety? See our full safety policy at [www.treesadventure.com.au](http://www.treesadventure.com.au)**

**Where participant is OVER 18 years of age**

I agree that I have read and understood this waiver prior to signing it and agree that this waiver will be binding on my heirs, next of kin, executors and administrators.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

**SIGNATURE:** .....

Date: / /

**Where participant is UNDER 18 years of age (to be completed by parent)**

I ....., being the parent of the above named participant hereby consent to my child participating in the Activities and agree to abide by the Rules annexed to this form.

I confirm that I have read and understood and explained to the participant, this waiver prior to signing it and agree that this agreement will be binding on my (and their) heirs, next of kin, executors and administrators.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

**SIGNATURE:** (parent): .....

Date: / /

**WARNING UNDER THE FAIR TRADING ACT 1999**

Under the provisions of the **Fair Trading Act (Vic) 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form [Trees Adventure] is required to ensure that the recreational services it supplies to you are –

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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 2004.