



Waiver and Consent not to Sue, and Acknowledgment and Assumption of Risk

WARNING

I, the undersigned, request permission to participate in the activities of Tree Trails Pty Ltd. In consideration of being permitted to participate, I do release, waive, forever discharge, and hereby covenant not to sue Tree Trails Pty Ltd Adventure Park (hereafter referred to as the Park) and all companies associated with the Park, their officers, directors, agents, and employees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering or severe injury or death, that may be sustained by Participant or his/her property, whether caused by the negligence or carelessness of the Park or otherwise, while Participant is in transit to and from the Park and engaged in its activities.

I have signed this release in full recognition and appreciation of the potential dangers, hazards and risks inherent to using the Park and associated activities thereto and assume the risk of both the use of the equipment and participation in the activity.

I understand and agree that the Park does not have medical personnel or treatment available to Participant. I hereby authorize and grant full permission to secure emergency medical treatment for Participant, if necessary, and further that such action shall be subject to the terms of this Agreement. I understand and agree that the Park makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such authorised emergency medical treatment. We further state that there are no health-related problems or reasons that would preclude or restrict the Participants participation in the Activities, and that Participant is covered by adequate medical health insurance to provide for any medical costs that may be necessary during and after the Activity.

I understand and certify that I am atleast 5 years of age and weigh less than 120 kilograms and I have the ability to be properly fitted to a harness. I further understand this activity is not recommended for women who are pregnant.

Training is provided to each and every Participant on how to use the equipment required to safely manoeuvre through the course. At all times it is the responsibility of each Participant to use the equipment provided as shown and instructed. If anyone does not do so they will be immediately removed from the course. The training and safety measures are in place to ensure each Participants safety. It is up to the individual to adhere to and be responsible for their safety while on the course and in the Parks grounds. The course is designed for all to have a safe and enjoyable experience. If our safety guidelines are neglected it can become an immediate and serious issue as the Participants safety is then at risk. Safety is our biggest concern, equal with fun, and as such we cannot tolerate any participant who fails to acknowledge our rules and safety guidelines.

Participant/Parent/Guardian further agrees to save and hold harmless, indemnify and defend Tree Trails Pty Ltd and the Park from any claim by Participant, or Participant's family, or court appointed representative arising out of Participant's participation in the activity described above.

I consent for all purposes the reproduction and use of photographs and video by Tree Trails Pty Ltd and the Park for advertising. In giving this consent, I release Tree Trails Pty Ltd, the Park and its nominees and designees from liability for any violation of any personal and/or proprietary right I may have in connection with reproduction or use.

If any term or provision of this release shall be held illegal, unenforceable or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

Terms and Conditions

- Tree Trails Pty Ltd will reschedule any activity in the interest of safety.
- Tree Trails Pty Ltd will not award vouchers or refund participants should they not complete the course.
- Tree Trails Pty Ltd reserves the right to decline any non valid vouchers.
- Tree Trails Pty Ltd management may reschedule your adventure due to weather conditions.
- If sudden lightening storms or severe winds occur Tree Trails Pty Ltd will give vouchers at managers discretion.
- If any adventurer does not adhere to the safety guidelines and is removed from the course there will be no monetary returns or vouchers issued. It is known to participants that the consequence of such action is immediate removal from the course, without option for any refund whatsoever.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

I acknowledge that I have read the foregoing:

PARTICIPANTS NAME(S) & ID NUMBER:

PARTICIPANTS SIGNATURE:

DATE:

If Participant is below 18 years of age, Parent/Guardian (Name, ID Number and Signature):

EMERGENCY CONTACT:

Name:

Contact Number:

MEDICAL AID AND MEDICAL AID NUMBER:
