

ACTIVITY LIABILITY WAIVER AND RELEASE

(Waiver and Release)

Participant's details:

Activities: Matagarup Bridge Climb ('the Activity')	Date of Activity: __/__/2021
Participant's name: ('the Participant')	Participant's DOB: __/__/__

By accepting this Waiver and Release, the Participant hereby releases **PERTH BRIDGE CLIMB & ZIP PTY LTD (trading as 'Zip+Climb') ABN 96 642 218 406** of Suite 35, 80 Barrack St, Perth 6000, and its directors, employees, servants, volunteers, agents, representatives and assigns (**Zip+Climb**), from any and all liability arising from or in any way related to the Participant's participation in the Activity, which includes all preparation for the Activity and the Participant's attendance in and around the Activity and preparation areas, including on and around the Matagarup Bridge, in accordance with the terms herein.

By accepting this Waiver and Release your legal rights and obligations may be significantly affected.

Please refer to our website: <https://www.zipclimb.com.au/> (**Website**), for:

1. Full details of the specific requirements for participation in our activities, including the Activity;
2. Our general terms and conditions; and
3. Our privacy policy (for full details of how we deal with your information).

WARNING: INHERENT RISK

The Activity, which may include climbing a public bridge, and/or zip-lining, at a height of approximately 80 metres, exposes the Participant to certain inherent risks.

I, the Participant, fully understand and acknowledge that:

- (a) Climbing and zip-lining, and taking part in activities at a height are inherently risky;
- (b) These risks may include but are not limited to: temperatures, weather, the condition of participants, equipment, the bridge and/or other structures, and the actions of other people including other participants;
- (c) Climbing and zip-lining are physically strenuous activities;
- (d) My participation in climbing, zip-lining and/or related activities may result in injury, illness or loss, including but not limited to, damage to or loss of my property, bodily injury, strains, fractures, partial or total paralysis, catastrophic injury, or death; and
- (e) By participating in the Activity I hereby assume all risks and dangers and all responsibility for any and all loss and/or damage.

Waiver and Release of Liability

I, the Participant, on behalf of myself, my personal representatives and my heirs, successors and assigns, in consideration of Zip+Climb providing the Activity, agree as follows:

- (a) I release, waive, discharge and indemnify Zip+Climb from any and all claims and actions, which may be made by me or on my behalf, for loss, in any way related to my participation in the Activity, including but not limited to property loss and damage, bodily injury and death;
- (b) My release, waiver, discharge and indemnity:
 - (i) apply notwithstanding that any such claim or action may come about, either wholly or in part, due to the negligence of or breach of a contractual term by Zip+Climb;
 - (ii) is intended to be as broad and inclusive as is permitted by the laws of the State of Western Australia and the Commonwealth of Australia; and
 - (iii) Does not exclude, restrict or modify the application of any provision of the *Competition and Consumer Act 2010* (Cth) (**CCA**), as amended from time to time, that cannot lawfully be excluded;
- (c) I understand and acknowledge that:
 - (i) the Activity is a 'recreational service' in accordance with s139A of the CCA;
 - (ii) the Activity is a 'recreational activity' in accordance with s51 of the *Civil Liability Act 2002* (WA) (**CLA**);
 - (iii) the Activity involves inherent risk, in accordance with s5P of the CLA; and

- (iv) subject to the preceding terms of this Waiver and Release, and to the extent the Activity is a 'recreational service', 'recreational activity' or the like, under any applicable law, Zip+Climb excludes all:
- A. liability under any applicable statutory guarantees (including but not limited to guarantees under the CCA); and
 - B. express or implied warranties and conditions, including without limitation that the Activity will be provided with reasonable care and skill.
- (d) I participate in the Activity at my own risk, and assume full responsibility for each of the risks and dangers that may arise during or out of my participation in the Activity;
- (e) I accept that the conditions in which the Activity, and/or an activity involved in the Activity, are conducted may vary without warning;
- (f) I have read and understand the Activity Requirements and confirm that I meet the relevant requirements for the Activity;
- (g) I am in good health and in a physical condition suitable to take part in the Activity;
- (h) I do not suffer from any mental infirmity, allergy, physical disability, medical condition or any other significant issue that could affect my ability to take part in the Activity;
- (i) I am not under the influence of drugs/medication/mind altering substances, which affect my understanding of safety instructions, or ability to safely participate in the Activity;
- (j) If, prior to the commencement of or during the Activity, my ability to participate in the Activity is affected by any condition, including medical condition or the influence of mind altering substances, I will advise Zip+Climb prior to commencement of the Activity, or at the earliest opportunity if the Activity has commenced;
- (k) I understand and acknowledge that:
- (i) there may be no medical care available during the Activity; and
 - (ii) if medical care is rendered to me, I hereby consent to that care if I am unable to give my consent for any reason at the time the care is rendered;
- (l) I will listen to and follow all reasonable instructions given to me by Zip+Climb, prior to and throughout the Activity, including all safety information and instructions, and use all equipment, including safety equipment, as instructed;
- (m) The laws of Western Australia apply to this Waiver and Release, and I unconditionally submit to the non-exclusive jurisdiction of the Courts of Western Australia; and
- (n) If a provision in this Waiver and Release is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable, and if it is not possible to read down a provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Waiver and Release.

Acknowledgement

I, the Participant, hereby acknowledge and agree that I execute this Waiver and Release voluntarily.

[If accepting as a parent / guardian] If I am accepting this Waiver and Release as a parent / guardian on behalf of a person under the age of 18, I hereby agree that I have the authority to accept this Waiver and Release for and on behalf of the Participant.

Participant / Parent / Guardian Details		
Address:	Telephone:	Email:
Emergency Contact:	Telephone:	
Parent / Guardian's full name:	Parent / Guardian's DOB: __/__/____	
Relationship to Participant:		

Full Name	Signature	Date:
Participant / Parent / Guardian		/ / 2021
Zip+Climb Employee / Witness:		/ / 2021

MEDICAL DECLARATION

- All persons aged 18 years and over must complete an individual form
- Children between the ages of 8 and 15 inclusive (10-15 inclusive for Zipline) must be accompanied by a paying adult on a Zip+Climb, provided that each adult is accompanied by no more than three children.
- Participants between the ages of 16 and 17 inclusive, unaccompanied by an adult, must complete the child sections of this form that must then be signed by a parent or guardian aged 18 years or over

Full Name	Age (circle)	Gender (circle)	Activity (circle)	Weight (kg)	Height (cm)	Medical Condition(s)
Adult Participant:	18-29					
	30-39	Male	Bridge Climb			
	40-49	Female	Zipline			
	50-64	Other	Both			
	65-74					
	75+					
Child Participant 1:	8-9	Male	Bridge Climb			
	10-15	Female	Zipline			
	16-17	Other	Both			
Child Participant 2:	8-9	Male	Bridge Climb			
	10-15	Female	Zipline			
	16-17	Other	Both			
Child Participant 3:	8-9	Male	Bridge Climb			
	10-15	Female	Zipline			
	16-17	Other	Both			

Full Name	Signature	Date:
Participant / Parent / Guardian		/ / 2021
Zip+Climb Employee / Witness:		/ / 2021