

**FRENCHCO PTY LTD AS TRUSTEE FOR FRENCH FAMILY TRUST
TRADING AS KINGLAKE FOREST ADVENTURES ("KFA")
ABN 62 640 579 029
RISK ACKNOWLEDGEMENT, INDEMNITY AND RELEASE**

By attending KFA and participating on Mountain Bike Riding, Treetop Experiences or Outdoor Recreation activities (herein referred to as "the Activity") you and any participating child under 18 years listed below acknowledge and agree that the Activity conducted by KFA is in the nature of an "extreme sport" and as such, acknowledge that the Activity involves a number of inherent risks.

1. By signing this waiver, I/we understand that not all risks can be predicted due to the nature of the Activity. I/we acknowledge and agree that I/we have undertaken the activity freely, voluntarily and absolutely at my/our own risk with a full appreciation of the nature and extent of all risks involved in the activity.
2. I/we acknowledge that I/we will be required to physically exert myself/ourselves and that possible injury may occur due to the nature of the Activity. Therefore I/we acknowledge I/we must remain within my/own personal limitations.
3. I/we acknowledge that I am/we are participating in an Activity that will be high above ground level in a forest environment and that at ground level, the Activity involves narrow forest pathways. I/we understand that appropriate protective equipment and skill assessment will be provided.
4. I/we understand that there are age, height and weight restrictions for each Activity and the staff of KFA have discretion to allow the participant to attempt an activity outside of these restrictions based on the participant's individual capabilities and weather conditions.
5. I/we agree to abide by rules and instructions given by KFA and its personnel. If I/we suffer any harm on Activity, I/we will not hold KFA or its personnel legally responsible for any injuries suffered (to the full extent permitted by law). These rules will be made clear by KFA prior to undertaking the Activity.
6. I/we understand there are weight limits for climbing, flying fox and slackline activities up to 120 kg.
7. I/we are not affected by drugs and alcohol and that KFA retains the right to refuse participation, if they determine, in absolute discretion, that I/we may be affected by drugs or alcohol. I understand that participation in the Activities after the consumption of drugs or alcohol will remove any and all liability and responsibility from KFA and its personnel.

Model Release

I agree that the images taken of any participant listed below whilst on the Activity and within the grounds of the complex may be used for publicity purposes. It is understood by both parties that these images are for the sole use of publicity in the form of, brochures, pamphlets, projected images and on screen and will under no circumstances be used for any other purpose.

Medical Condition

I/we understand KFA requires all relevant information about my health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my/our safety or that may be exacerbated by participation in the Activity and that if I/we fail to provide this information KFA personnel will not be able to take appropriate action to limit the risk of harm. If applicable, please provide details of the condition, injury or impairment.

Fair Trading (Recreational Services) Regulations 2004 (SR NO 34 OF 2004)

Schedule 2

Warning under the Fair Trading Act 1999

Under the provisions of **the Fair Trading Act 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 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. 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 or 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.

Participants over 18 years or parent/guardian:

(only complete section if you are participating in the activity)

Full Name	Age	Medical Conditions
		Yes / No

Participants under 18 years and others that I am taking legal responsibility for:

Full Name	Age	Medical Conditions
		Yes / No
		Yes / No
		Yes / No
		Yes / No
		Yes / No
		Yes / No
		Yes / No

Initial (if applicable)

I am supervising other participants and I will accept responsibility for their safety as per any instruction provided by KFA. If my careless act, omission or negligence results in harm to any other participants, I will take full responsibility for my actions and will not hold KFA concurrently responsible and will fully indemnify KFA and its personnel against any Liability (to be crossed out by KFA if not applicable).

By signing this waiver I (print name), _____ expressly state that I have read and understood this waiver, that I have legal capacity and I warrant that all of the information provided is true and correct. Any persons listed on this form will abide by the above rules and by KFA and its personnel.

SIGNATURE:

DATE:

FULL ADDRESS:

EMAIL ADDRESS:

PHONE NUMBER:
