



Medical- Waiver Form (Urban Descent Limited Event)

Name of organization: _____

Name of Event: _____ Date of Event: _____

Adventure Out will provide the highest standards of safety and service in the technical rope delivery of this event on behalf of Urban Descent. To enable us to better provide for your own safety and enjoyment, we ask that you complete both sides of this form and return this to the event coordinator prior to the commencement of this Fundraising Event.

1. Surname _____ Given Name _____ Age _____
 Address _____ P/C _____
 Phone (H) _____ (M) _____ E-mail _____

2. Person to be contacted in case of delay / emergency:
 Name _____
 Address _____
 Phone (H) _____ (W) _____ (M) _____

3a. Have you been in hospital or had any significant illness or incapacity during the last 12 months? **Yes/No**
 If yes, please give details (date, condition, etc):

3b. Do you suffer any disability / illness / medical condition (E.g. asthma, diabetes, hearing impairment)? **Yes/No**
 If yes, please give details (nature of condition, triggers, treatment protocol, etc):

Please note: If you have asthma you will need to complete our Asthma Form and you or your doctor may need to complete an Asthma Management Plan. Contact Adventure Out to ask for a copy of the form.

3c. Do you currently take any **Prescribed Medications**? If yes, please give details (medication, dosage): **Yes/No**

3d. Do you have any allergies or reactions (E.g. to bees, drugs, foods, animals)? **Yes/No**
 If yes, please give details (allergen, severity of reaction, treatment, etc).

4. Do you have any personal, cultural or religious beliefs that may affect emergency medical treatment? **Yes/No**
 If yes, please give details

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RISK WARNING AND WAIVER

Risk warning and acknowledgement (the term recreational is reference to similar activities that are based in an indoor or outdoor setting)

Your participation in the recreational activities supplied by Adventure Out may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may have.

By signing below, you acknowledge, agree, and understand that participation in the recreational services provided by Adventure Out may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

Waiver

It is possible for a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth) do not apply to you (or a person for whom or on whose behalf you are acquiring the services). If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth), (New South Wales) and (Western Australia) applies

By signing this form, you agree that the liability of Adventure Out in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community,

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

For recreational services to which the Australian Consumer Law (Northern Territory) applies

By signing this form, you agree that the liability of Adventure Out for any death or personal injury (as defined in the *Consumer Affairs and Fair Trading Act* (NT)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services to which the Australian Consumer Law (South Australia) applies

Your rights

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is –

- a. a statutory guarantee that those services will be rendered with due care and skill; and
- b. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights

Under section 42 of the *Fair Trading Act 1987* (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or

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on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights

I agree that the liability of Adventure Out for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

¹ **Recreational services** are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

² **Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information

Further information about your rights can be found at www.ocba.sa.gov.au

For recreational activities to which the Australian Consumer Law (Victoria) applies

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, Adventure Out is required to ensure that the recreational services it supplies to you—

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- c. 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 statutory guarantees 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 provided were not in accordance with these guarantees, 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*.

Exclusion of rights under the Australian Consumer Law (Victoria)

By signing below, I agree that the liability of Adventure Out for any death or personal injury (as defined in the *Fair Trading Act 1999*) that may be suffered by me (or a person from whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

Signature: _____

Date: _____

Signature of witness: _____

Name and address of witness: _____

FIRST AID CONSENT: In the event, I incur an injury or suffer illness, Adventure Out has my consent to administer first aid and may arrange such medical treatment (or referral for medical examination) and or emergency evacuation as it considers necessary for my health and well being. I agree to pay the costs associated with any such treatment or evacuation

I confirm that I have read and understood this agreement prior to signing it, and it shall be binding upon my heirs, executors, assigns and next of kin. I agree to Adventure Out acting in a “loco parentis” role for the duration of the Event.

Signed: _____ **Name:** _____ **Date:** _____

Parent or legal guardian must sign if person is under 18 years of age.

Adventure Out Australia may use photographs taken during this event in promotional and advertising material. These photographs will not be on sold to any third party and will only be used in the promotion and advertising of Adventure Out's events and initiatives. Please let Adventure Out know if you don't want your images used.

DECLARATION DRUGS and ALCOHOL:

I declare that I have/will not consume any illegal drugs or alcohol in the 24 hours prior to the event and any prescribed drugs will not impair my judgment.

Signed: _____ **Name:** _____ **Date:** _____

Parents or legal guardian must sign if the person is under 18 years of age