CASUAL PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER – Try & CLIMB

Fairmont Adventure Park – Leura NSW.

By signing this waiver I agree to assume the risks of participating in activities at the **Adventure Park Ropes Course** & High Ropes ("Course"). I confirm that I have read and agree to abide by the Adventure Park rules set out below. I confirm that I am undertaking the Course for the purpose of recreation, enjoyment and leisure. **Initial:**

I acknowledge that I am undertaking an activity at a height of up to 13 metres on the course in the environment, and that this activity is inherently risky. Some of these risks include; but are not limited to strenuous activity. I understand not all risks can be predicted and that I may face harm (including the risk of death or personal injury) by taking part. **Initial:**

If I suffer harm on the Course or on site, I will not hold Teambuilding Co.Australia, their employees or agents legally responsible for any injuries I suffer. I will not sue Teambuilding Co. Australia, their employees or agents for any claims, costs, damages or liabilities I may have, for injury suffered by me. I acknowledge that this waiver represents a legal release and discharge of legal responsibility to Teambuilding Australia, their servants or agents and is provided in consideration for the climbing instruction and activities and other goods and services I have purchased. **Initial:**

I understand Teambuilding Co. Australia requires all relevant information about my health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my or any partner's safety or that may be exacerbated by participation in the Course 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. **Initial:**

I understand I will be required to physically exert myself and that it is possible I could injure myself during this activity. I warrant that I will not participate in the Course whilst affected by drugs and alcohol, and I understand that participation after the consumption of drugs or alcohol will remove any and all liability and responsibility from Teambuilding Co. Australia and its staff. **Initial:**

I understand I will supervise other participants and that I will accept responsibility for their safety as per instruction provided by Teambuilding Co. Australia. If my careless act, omission or negligence results in harm, I take responsibility for my actions and will not hold Teambuilding Co. Australia concurrently responsible. (To be crossed by staff if N/A). **Initial:**

I agree to comply with all directions from Teambuilding Co. Australia and I acknowledge that the activities are graded according to difficulty with accompanying age and height restrictions under the age or 18. Some of the courses may require a level of ability above that of the participant. The staff at Teambuilding Co. Australia have discretion to allow or restrict access to a participant to attempt the Adventure Park courses, irrespective of their age or height, based on the participant's individual capabilities. **Initial:**

Model Release: I agree that images taken of myself/child within the grounds of the site may be used for publicity purposes. Both parties understand it 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. **Initial:**

Adventure Park RULES – SEE WEBSITE FOR FULL TERMS AND CONDITIONS

A - No smoking or flames. **B** - No running. **C** – Participants aged under 14 years are required to be supervised by paying adults at all times **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 piercing, tie back hair. **H** – Supervision 8-12 years: 1 participating adult per up to 4 kids. **I** - Participants must undergo a safety lesson before starting the courses. **J** – You must be attached at ground level prior to climbing the courses. **K** - Limit of 2 participants per platform. 2 participants per challenge. **L** - Be sure to use the pulleys for the flying foxes exactly as shown. **M** - No hanging upside down. **N –** weight limit of 130kg.

1. PARTICIPANTS OVER 18 YEARS:

I (name/s printed below) agree that I have read and understood this waiver prior to signing it, below / over 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 New South Wales.

2. PARTICIPANTS UNDER 18 YEARS THAT I AM TAKING LEGAL RESPONSIBILITY FOR:

Being the parent/legal guardian of the below named participant(s) hereby consent to their 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 this waiver to the participant(s) 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 New South Wales.

Full Name	Date of Birth	Age	Medical Conditions Y / N	Room No.	Emergency Contact + No.	Signature

WARNING UNDER THE FAIR TRADING ACT 1987 No 68

Under the Australian Consumer Law (NSW), several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form [Teambuilding Co. Australia] is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under THE FAIR TRADING ACT 1987 No 68, 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 1987 No 68 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 2012.

ADVENTURE PARK & CLIMBING WALL - TERMS & CONDITIONS

All participants and spectators must adhere to the below Terms and Conditions which apply to all Adventure Park Activities whilst on site. It is your responsibility to ensure that all participants in your group meet these terms and conditions.

CANCELATION POLICY

Cancellation of a Booking

1. Teambuilding Co. Australia is a most-weather event and operates rain, showers or sunshine.
2. Cancellations made 10 or more days in advance of the scheduled booking date, will receive a full refund (less payment platform fees, 2.4%) or free reschedule, including group booking deposits.
3. Cancellations made between 2-10 days from the scheduled booking date will be entitled to a 50% refund (less payment platform fees) or incur a 20% reschedule fee to change the date.
4. Cancellations made within 2 days of the booking or no shows will forfeit the whole amount and the booking.
5. In the event that Teambuilding Co. Australia cancels prior to the start of your session for any reason, you will be informed immediately. You will be entitled to ask for a full refund (less payment platform fees) or to book a new date.
6. In the event you have already started your session and Teambuilding Co. Australia is forced to close the park, you will be entitled to a free reschedule if you are less than halfway through the session.
7. Teambuilding reserves the right to amend, change or update T&Cs.
8. Weather or 'Change of mind' – We are an outdoor venue, exposed to weather and changing conditions. FAP is a most-weather course and operates rain, showers or sunshine. No refunds will be issued for change of mind as a result.

Teambuilding Co. Australia Gift Vouchers

1. Only valid for 3 months from the date of purchase.
2. Are not transferable or redeemable in cash in part or whole.
3. Teambuilding Co. Australia reserves the right to refuse a Gift Voucher if expired.
4. Vouchers - Act as a form of payment and not a confirmation of a booking. Recipients are required to make an online booking through the Teambuilding Co. Australia website, and will be prompted to enter their unique Gift Voucher number during the payment section of the booking process.
5. The standard booking cancellation policy will apply after the Gift Voucher has been redeemed. See above Part A for further details.
6. Teambuilding Co. Australia only accepts Teambuilding Co. Australia vouchers and Gift Vouchers by authorised Gift Voucher partners.

GENERAL TERMS:

1. All participants must have a signed waiver and weigh less than 120kg to participate. Participants under 18 must have their parent sign on their behalf. The waiver form will be emailed with the booking confirmation email or can be found directly on the Teambuilding Co. Australia website.
2. Adventure Park at Leura is an Activity up to heights of 13m on a high ropes course facility. Some risks include but are not limited to falls. Not all risks can be predicted and by participating you understand and accept there are inherent risks involved.
3. Sessions run for 1 hour plus. Arrive 30 minutes prior to your booking. See 'Climbing Terms' Part A for details.
4. All pockets must be emptied prior to harnessing including:
   Phones, Keys, Wallet
   With the exception to required medication as approved by Management.
5. Teambuilding Co. Australia will not take responsibility for any damage or loss of personal items or clothing as a result of attending the park.
6. Participants are required to be dressed appropriately to participate:
   - Wear appropriate enclosed fitted footwear such as shoes appropriate for physical activity.
   - Longhair tied back
   - Waists covered

- Remove or cover piercing. Remove jewellery, such as watches and rings and large hoop styled or dangling earrings.

7. We allow the use of cameras on the course provided they are attached safely wrist strap or lanyard and are approved by instructors. This includes GoPro's and other cameras. They must be safely attached to the participant using appropriate mounts, checked and approved by a Teambuilding Co. Australia instructor. A Recommended mount includes the elastic helmet mount strap, chest mount harness and/or wrist strap. Helmets with the adhesive mount are available for use but participants must provide the matching attachment to click into place.

8. Teambuilding Co. Australia reserves the right to refuse admission to the Activity, or to remove an individual from the site should management deem it necessary to do so. This may include, but is not limited to:
    1. Non-compliance with safety rules and safety system;
    2. Disrespectful or inappropriate behaviour
    3. Appearing to be under the influence of drugs or alcohol.
9. No refunds or rescheduling will be payable by Teambuilding Co. Australia should any participant not be permitted to participate.
    1. All participants must ensure they have the met the correct supervision ratio prior to arrival. Under 14 years, An Adult MUST accompany the under 14 participant ON the course. Teambuilding Australia recommends adult supervisors who maintain a reasonable level of health due to the physical nature of the activity.
    2. See 'Course Restrictions' section below for age group details.
11. Smoking is not permitted in the park area.
12. No running in the park.
13. No screaming whilst onsite in respect our wildlife and neighbours by keeping noise to a minimum.
14. Teambuilding Co. Australia maintains a pet free environment. The location of our parks is home to both native and wild species. For their protection, a limited interaction with domestic species in any form is in place.
15. No equipment is to be taken past / off the course. All equipment is to be removed prior to using the bathroom and must be checked or fitted by an instructor prior to continuing the Activity.
16. No drinking from cans due to risk from bees and wasps.
17. Keep to designated paths to prevent root compaction around our trees.
18. Pregnant women are not permitted to participate.
19. Maximum weight limit of 120kg.
20. Teambuilding Co. Australia recommends people with pre-existing injuries or heart conditions do not participate. If participants have medical concerns, please speak to the park directly for clarification of safety.

CLIMBING TERMS:

Arrival is 20 minutes prior to the booked session to allow for check in. Please take into consideration varying travel time to our site, parking and the walk between the site and car park per locations etc.
Late arrivals: Teambuilding Co. Australia maintains strict session times. Participants who are late will be trained and can participate in the session or next available session but will be required to still conclude at their original session time. It is at the manager's discretion to allow any late persons to receive their full session. **No refunds or rescheduling is available for 'change or mind' or late arrivals.**

All participants must be fitted into the safety equipment supplied by Teambuilding Co. Australia. Only the safety equipment supplied by Teambuilding Co. Australia may be permitted on the Activity.
Participants must only be fitted and checked by a Teambuilding Co. Australia instructor prior to attempting the Activity. All safety equipment must be returned to the designated point at conclusion of the booked session.

All participants MUST undergo training, prior to commencement of the Activity, including participants who have previously participated, to ensure the safety of all individuals. Participants must act according to the provided training. If you are unsure at any time, please remain calm and seek assistance from a Teambuilding Co. Australia instructor.

The safety equipment must only be used as instructed, including the flying fox pulley. Respect all equipment. Equipment must not be left on the ground or dragged through the dirt to help protect the safety equipment for future use.
All participants must attach themselves to the belay system at the start point prior to attempting or starting their ascent to the first Activity.

Transfer between elements is via use of wire strops (lanyards) which may swing back.
Care should be taken. Helmets are provided to protect participants.
Please be aware and careful as they may swing back towards users, on release.

Obey instructors at all times. Instructors are there to keep you safe and will assist you to have a safe session.
Maximum of 1 person per obstacle challenge.
Maximum of 1 people per platform between each obstacle challenge.
Teambuilding Co. Australia understands that each participant will move through the Activity at their own pace.

COURSE RESTRICTIONS

1. After training, participants have approx. 1 hour – 90 mins to complete as many activities as they can fit in during their High Ropes session based on individual capabilities and on-course traffic. On average 9 challenges will be completed in this time on either the Lower or higher courses. Climbing wall is 1 hour / session.
2. Participants can choose to continue up to the Black course, *once completing the Blue course*. *This based on their age, ability, supervision, weather and other course restrictions.*

Requirements under 10 years * Not applicable for FAP

a) This age group is allowed on Mini climbing wall only. They must have an adult supervising on the ground at all times.
b) Teambuilding Co. Australia recommends a separate non-paying adult to supervise any child/ren, allowing participating adult supervisors for older children 10-14 years to maximise their session.
c) Entry is free for spectators and ground supervisors.

Under 10 years – Climbing Wall ONLY

a) 1 participating adult is required up to 2 kids between 8-10 years of age.
b) The **supervising paying adult** must be of 18yrs or over.

Requirements for 10 – 14 years:

a) 1 participating adult is required up to 2 kids between these ages.
b) The **supervising paying adult** must be of 18yrs or over.
c) 10 - 14 years have access to the lower Course – Blue course only.
d) 10 – 14 years have access to the upper Course – Black course, with a participating Adults supervision.
e) Groups who have children in these age groups are recommended to have an Additional paying adult participating. This is to allow for 10 - 14 year olds (who have enough time) the opportunity to participate in a higher course with an adult, while another adult can continue with the younger age group, under 14, on the lower course.
f) Participating adults are required to pay in full for their ticket.

Requirements for 14-17

a) This age group has access to lower and upper challenges, provided they can meet the height and reach recommendations.
b) Teambuilding Co. Australia recommends having a non-paying adult supervisor onsite whilst they participate.
c) This age group does not qualify as an adult supervisor for younger ages.

18+ years Has access to all areas.

Challenges are graded according to difficulty, with strict accompanying age and height restrictions for participants under 18 years. Some of the courses may require a level of ability above that of the participant. Only Instructors at Teambuilding Co. Australia have the discretion to allow, or restrict access, to any participant should they wish to attempt a course, irrespective of payment, their age or height, but based on the Instructors decision to assess participant's individual capabilities, Our risk assessment and based on instructors experience. Teambuilding Co. Australia decision is final. No refunds issued for lack of care when booking.