

**LIABILITY WAIVER FORM
EXCLUSION OF CERTAIN RIGHTS TO SUE**

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

Name and address of Provider: Outdoor Discoveries – Boulter Road, Forest Grove Western Australia 6286

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, education, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in an activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

Description of Recreational Services: Bush walking on and off tracks, abseiling, rock climbing, wild caving, canyoning, rafting, canoeing, sea kayaking, raft surfing, mountain biking, horse riding, wilderness hiking, snorkelling, swimming in oceans, rivers and gorges and camping in semi-remote bush areas

Steps taken by Outdoor Discoveries to avoid the danger of personal injury or death

- All activities follow Outdoors WA and current industry guidelines
- All roping guides hold at least current Single Pitch Abseiling Guide Registration or Abseiling Instructors Certificates and are highly experienced
- All caving guides hold current CALM Cave Trip Leader qualifications and are highly experienced
- All canoeing guides hold at least current Bronze Medallion qualifications
- All lead expedition guides hold current Wilderness First Aid qualifications and all assistant guides hold at least current Senior First Aid qualifications
- All roping activities are run with a maximum ratio 1:8 guide:participant ratio
- All roping equipment meets UIAA standards, are not older than the manufacturers specification and are checked regularly
- All Personal Floatation Devices meet Australian Standard AS 1499
- Provide site plans and emergency response plans and rescue equipment for each activity at each site
- Confidential Application and Medical History Form is completed by each participant

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration and signature

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

Participant's Name (Please print): _____

Participants Signature: _____ Date: _____

Witnesses' Name (Please print): _____

Witnesses' Signature: _____ Date: _____