

**Maze Property Holdings Pty Ltd, as trustees for the
The Savage Family Trust**
**Trading as: Enchanted Adventure Garden &
Tree Surfing Australia**

ACN 152619684
ABN 31270558664

Tree Surfing
INDEMNITY & RELEASE

1. In consideration of the acceptance of my application form and fee to Tree Surfing Australia and/or Enchanted Adventure Garden, I acknowledge that I have read and understood the terms of this Indemnity and Release and agree to be bound by the terms of same.
2. I will wear the safety equipment and climb with a high due regard to my personal safety and the safety of others including person and property.
3. I am competent to use the harness and belay equipment of the style provided.
4. I will follow any reasonable instructions from Tree Surfing Australia and/or Enchanted Adventure Garden and their staff.
5. I acknowledge that in climbing through a ropes course and its challenges there is inherent risk involved. I understand, accept and voluntarily assume any such risks involved with this activity.
6. If I am in breach of the terms of entry, I agree to recompense the appropriate party/s for all loss and damage (including legal fees) arising out of such breach, including any damage to the party's reputation.
7. I attest and verify that I am physically fit and able to participate in the stated activity and that I have not been advised by a qualified medical practitioner not to participate.
8. I agree to abide by all the rules, regulations and instructions given from time to time, governing this activity. I understand that the maximum weight limit is 120kg and the minimum height is 135cm for the Grand Course and that minors must be supervised by a responsible adult. Children under the age of 5 must be accompanied by a participating adult at a 1:1 ratio on the Nippers Course. I acknowledge that by not following these height and weight restrictions I may place myself or my child at risk of personal injury for which I will be responsible.
9. I understand and agree to abide by the restriction that children of 3 years of age or less are unable to participate in the Tree Surfing activity.
10. I agree that if the staff at Tree Surfing Australia determine, in their absolute discretion, that my conduct in participating in the ropes course has or is likely to cause injury to myself, others, damage to any property, or create a nuisance during my participation in any activity, they may cancel my participation in the activity and my entry fee may not be refunded.
11. The event has a privacy policy and the information I have provided on this form is necessary for the conducting of this activity and will only be used for the purpose of conducting this activity.
12. I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, statements or otherwise, without payment or compensation.
13. I have voluntarily entered into this agreement and have read, understood and acknowledge the terms of entry including the warning, exclusion of liability, release, indemnity and information provided elsewhere in the application form.
14. Except where provided or required by law and as such cannot be excluded, I agree that it is a term of my acceptance of my application form and fee (if accepted) that for myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby:
 - (a) waive and release all legal claims, suits and demand that I may have against Enchanted Adventure Garden and Tree Surfing Australia its corporate proprietors, officers, directors, members, volunteers, employees, agents, sponsors, stakeholders, other participants, and any other persons arising out of or in respect of my involvement or participation of my activities conducted on the property of Enchanted Adventure Garden and Tree Surfing ("the releasees") including any and all claims for damages caused by negligence or otherwise, arising out of my participation in the activities, together with any costs including legal fees that may be incurred as a result of any such claim whether valid or not; and costs including legal fees that may be incurred as a result of any such claim whether valid or not; and
 - (b) indemnify and hold harmless the releasees and each of them against any such claim that I or my guests or any one or more of my executors, administrators, heirs, next of kin, successors or assigns may have or assert and against any costs including legal fees with respect to such claims.

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.

I hereby acknowledge that I have read, understood and accept this agreement.

.....
[print name]

.....
[print address]

Signature.....Date:.....
(Please note: you personally must sign this agreement).

DECLARATION FOR MINORS

If you are under 18 years at the time of entering the Event, this declaration MUST be signed by your parent or guardian.

I, of certify that I am the parent/guardian of (.....) who will be (.....) years of age on the day of participation of the activity. In consideration of Tree Surfing Australia and Enchanted Adventure Garden accepting the minor's application to participate in the activity, I agree to indemnify and shall keep indemnified Tree Surfing Australia and Enchanted Adventure Garden, their corporate proprietors, employees and agents in respect of any losses they or any of them may suffer as a consequence of any claim/s by the Minor and to the same extent as any other participant indemnifies Tree Surfing Australia and Enchanted Adventure Garden pursuant to the Release and Indemnity detailed above.

Signature of Parent/Guardian:.....Date:.....