

ASSUMPTION OF RISK SIGNATURE FORM

NOTE: Section 74 of the Trade Practices Act (“the Act”) implies a warranty of due care and skill into contracts for the supply of services to customers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the release and Waiver of Liability, it cannot be excluded.

1. The customer must disclose any pre-existing medical or other condition that may affect the risk that either the CUSTOMER or any other person will suffer injury, loss or damage.
2. The CUSTOMER acknowledges that the PROPRIETOR relies on the information provided by the CUSTOMER, and the CUSTOMER states that all such information is accurate and complete.
3. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol or any mind altering substance before or during the described activity, and the CUSTOMER accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any mind altering substance.
4. The CUSTOMER agrees with the PROPRIETOR that the CUSTOMER will obey and comply with all rules and directions made or given by the PROPRIETOR in connection with the described activity. If a customer fails to comply with the PROPRIETOR’S rules and/or directions, the CUSTOMER will **not** be permitted to continue the described activity and **no** refund will be given.
5. The CUSTOMER accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
6. The CUSTOMER agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the CUSTOMER’S failure to comply with the PROPRIETOR’S rules and/or directions.
7. The CUSTOMER agrees and acknowledges that, to the extent permitted by law, the PROPRIETOR shall not be liable for any injury, loss or damage suffered by the CUSTOMER or by any other person arising from or in connection with the CUSTOMER’ participation in the activity, whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETOR’S servants or agents. The CUSTOMER hereby releases the PROPRIETOR from all such claims and indemnifies the PROPRIETOR against all claims made by or on behalf of any other person.
8. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties, covenants and stipulations are hereby excluded.
9. All accidents, injuries, loss or damage must be reported by the CUSTOMER to the PROPRIETOR before the CUSTOMER leaves the PROPRIETOR’S property or the activity.
10. If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that the PROPRIETOR may provide evacuation, first aid and medical treatment at the CUSTOMER’S expense, and the CUSTOMER’S acceptance of these terms and conditions constitutes the CUSTOMER’S consent to such evacuation, first aid and/or medical treatment.
11. I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK SIGNATURE FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED

PRINT NAME AND ADDRESS

I HAVE READ AND HAD THIS AGREEMENT EXPLAINED TO ME, AND I UNDERSTAND THE EFFECT OF THE AGREEMENT BETWEEN **PAUL WELLER ADVENTURES** AND MYSELF

SIGN HERE

Please turn over, complete and sign

No person can participate with *Paul Weller Adventures* activities, unless this form is fully completed and signed.