

Live Wire Park Pty Ltd ACN 605 424 664 ("LWP")

## Indemnity and Release

for the use of the Canopy Circuit, Spring Circuit, Short Circuit, Super Circuit or Shockwave Zip Coaster Courses ("Course Activities")

This document must be signed if you and/or the children listed below are entering Live Wire Park and/or are participating in any of the Course Activities.

**WARNING:** This is a dangerous recreational activity and there is a risk of significant injury. Please read carefully and sign the following.

**LWP** offers the possibility to partake in the activities of **LWP** where the enjoyment is derived in part from the inherent risk of participation. **LWP** provides relevant safety/ protective equipment and procedural instruction considered necessary for safe participation in such activities. However, when established safety procedures are not followed, the risk associated in participating in such activities is increased.

The equipment provided must be used according to the instructions given. Your signature on this form is required for you (meaning you and any children who are participating under your responsibility and whose name(s) have been written below) to participate in the **Course Activities** offered at **LWP**.

1. In consideration of the acceptance of my application form and fee to **LWP**, I acknowledge that I have read and understood the terms of this Indemnity and Release and agree to be bound by its terms.
2. I will wear the safety equipment and participate in the **Course Activities** with a high due regard to my personal safety and the safety of others including person and property.
3. I will adhere to all Covid-19 health and safety rules and practices in place at Live Wire Park.
4. I am competent to use the equipment of the style to participate in the Course Activities.
5. I will follow any reasonable instructions from **LWP** and their staff.
6. I acknowledge that in participating in any of the **Course Activities** and its challenges there is inherent risk involved. I understand, accept and voluntarily assume any risks involved.
7. If I am in breach of the terms of entry, I agree to pay or I indemnify the appropriate party/s for all loss and damage (including legal fees) arising out of a breach, including any damage to the party's reputation.
8. I warrant that I am physically fit and able to participate in the chosen **Course Activity** and that I have not been advised by a qualified medical practitioner not to participate.
9. I agree to abide by all the rules, regulations and instructions given from time to time, governing my chosen activity. I understand that the maximum weight limit is 130kg for the Short Circuit and Super Circuit Courses, and is, 120kg for the Shockwave Zip Coaster Course, and the minimum height for participants is 110cm. I acknowledge that by not complying with these height and weight restrictions I may place myself at risk of personal injury for which I will be responsible.
10. Time of participating in a **Course Activity** minors must be supervised by me as a responsible adult. I acknowledge that if I do not supervise minors properly I may place the minor at risk of personal injury for which I will be responsible.
11. I agree that if the staff at **LWP** determine, in their absolute discretion, that my conduct in participating in any of the **Course Activities** 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 to participate in the **Course Activity** in the activity and my entry fee may not be refunded.
12. **LWP** 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.
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. To the extent permitted 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 **LWP** 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 in the **Course Activities** of my activities conducted on the property of **LWP** (collectively "the Released") 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 Released 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.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

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 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 section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, 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 *Australian Consumer Law and Fair Trading Act 2012* 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, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

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

.....  
[print name]

.....  
[print address]

**Signature**..... **Date:**.....

**Signed**.....

**Date of actual Activity**.....

(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, guardian or carer.

I, .....  
of ..... certify that I am the parent/ guardian/  
carer of (.....) who will be y e a r s of age on the day of participation of the activity. In consideration of **LWP** accepting the minor's application to participate in the activity, I agree to indemnify and to keep the Released indemnified in respect of any losses, 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 **LWP** pursuant to the release and indemnity detailed above specified in Clause 14(a).

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

**This waiver form is signed by the adult named above on their own behalf and on behalf of any minor under their care listed above.**