

Liability Release and Express Assumption of Risk



WARNING: This activity is a dangerous recreational activity as defined in the Civil Liability Act.

Please read carefully and ask if you have any questions.

I,(name) of.....

.....(address)

Where the Name above is the Parent/Guardian of the Minor(s) listed as participating below:

Name if under 18 years old	Age	Name if under 18 years old	Age
1.		3.	
2.		4.	

HEREBY ACKNOWLEDGE AND AGREE THAT I have been advised and thoroughly informed about the risks of the activities offered by Aerial Action Pty Ltd, and that participation:

- can be dangerous and involves certain inherent risks, including exposure to the natural elements;
- requires that I follow all safety training and instructions provided to me;
- requires that I properly wear and use all safety equipment provided;
- includes my supervision of children under my care to ensure they comply with safety requirements
- might be physically strenuous and demanding, and requires that I have a basic level of fitness and that I have no illness, ailment, condition or incapacity that might be adversely affected by my participation in the activities;

AND I FURTHER ACKNOWLEDGE AND AGREE THAT:

- I am freely and voluntarily participating in this activity at my own risk after exercising my own judgment and care, including the risk to minors under my care.
- To the extent permitted by law, I hereby release Aerial Action, its principals, servants, and/or agents from any liability, suit, demand or claim whensoever arising as a consequence of all loss, injury, death or disablement received by myself or minors under my care as a consequence of participating in the activities.
- Nothing in this document can exclude, restrict or modify any condition, warranty, right or remedy, implied or imposed by any Statute or Regulation that cannot be excluded, restricted or modified as contained within the Competition and Consumer Act 2010 and corresponding provisions of State or Territory legislation. All express or implied representations, conditions, warranties and provision, whether based in Statute, or otherwise relating to provision of products and services pursuant to all contemplated by this document that are not contained within these terms are excluded to the extent permitted by law.
- I have been given proper opportunity to read and consider, or obtain advice about, this document before signing it.
- I have been given proper opportunity to ask questions of Aerial Action in relation to the training, safety and risk of participating in the activities.
- I am of lawful age and competence to sign this Agreement and Release as parent (guardian). If I am acting as a guardian of any participant, I warrant to Aerial Action that I have the requisite express consent and authority of the parent to sign this Agreement on the child's behalf.
- I am aware that Aerial Action will rely on this declaration and is not responsible for my decision to participate in the activities.
- 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.

I further state that I am of lawful age and legally competent to sign this liability release, or that I am legally competent to sign this document as a parent or guardian of the minor(s) listed above. I understand the terms herein are contractual and that I have signed this document of my own free act.

Signed:

Date of signing document: Date of participation (if different):