



**CONTRACT INCLUDING MEDICAL DECLARATION, RELEASE, ASSUMPTION OF RISK AND INDEMNITY (THIS "DEED")**

**In Favour of** Awakening Adventure Sports Pty Ltd ACN 146 418 322 and its directors, officers, employees, contractors and agents (the **"Provider"**)

**By the Participant** being the person whose details are entered in the *Details of Participant* below and that person's legal personal representatives, executors, administrators, successors and assigns (the **"Participant"**).

**DETAILS OF PARTICIPANT** 1. Please complete this contract if you are aged 18 years and over.

- A minor (under the age of 18) may also be included on this form if the Parent/Guardian of the minor is also on the form. The Parent/Guardian should complete and sign further forms for additional minors who are Participants.
- For safety, the maximum weight of the Participant is 130 kilograms.
- Participants under 18 **unaccompanied** by an adult must complete minor sections and the form must be signed by their parent or guardian aged 18 years or over.

ADULT	First name(s):		Surname:	
	Date of birth: / /	Age: .....yrs	Weight: kg	<input type="checkbox"/> Female <input type="checkbox"/> Male
Residential Address:				
Name of Next of Kin:..... Contact Tel: .....				
Mobile No.: ..... Home Tel No.: .....E-mail address:.....				
Office Use Only: Identification sighted: MDL/Passport/Card <u>Circle which one sighted</u>				

MINOR	Given name(s):		Surname:	
	Date of birth: / /	Age:	Weight: kg	<input type="checkbox"/> Female <input type="checkbox"/> Male

**MEDICAL INFORMATION OF THE PARTICIPANT**

Have you suffered from or do you now suffer from any of the following medical conditions?	Adult		Minor	
	Yes	No	Yes	No
Brain, spinal cord or nervous disorder				
Asthma or wheezing				
Diabetes mellitus (sugar diabetes)				
Epilepsy				
Fainting, seizures, convulsions, dizzy spells or blackouts				
Heart disease of any kind				
Breathlessness				
High blood pressure				
Allergies (insect bites, pollen, bee stings etc)				
Difficulty of movement				
Are you currently taking any medication or drugs? (excluding oral contraception)				
Have you ingested alcohol within the last 8 hours?				
Are you pregnant?				
Have you had an operation or medical procedure performed on you within the last 60 days?				
Other illness not listed above?				
If you answered yes to any of the above questions, do you have any medication with you?				

-----  
**Signature of Adult Participant:** ..... **Signature of Witness:** .....  
**Full name of Witness:** .....  
**Signature of Guardian/Parent:** ..... **Signature of Witness:** .....  
**Full name of Witness:** .....



**DO YOU UNDERSTAND THAT BY NOT SHOWING ANY MEDICAL CONDITION OR PHYSICAL CONDITION IN THIS DOCUMENT MIGHT PUT YOUR LIFE AT RISK? : YES/NO (Please circle one)**

How do you assess your swimming ability?

Cannot Swim    Poor    Fair    Good    Excellent    (Please circle one)

In consideration of Awakening Adventure Sports Pty Ltd permitting me to participate in water skiing, including tube riding, wakeboarding, aquaplaning, knee boarding, and other similar water sport activities, including transit to and from, or instruction in such activities whether in or out of water or in or on any vessel or craft, collectively and severally referred to in this Deed as “Recreational Activities”, I, THE PARTICIPANT, AGREE AS FOLLOWS:

**Medical Conditions**

- 1. (a) I warrant that:
  - (i) I am and must continue to be medically and physically able to participate in the Recreational Activities;
  - (ii) I am not presently receiving treatment for any illness, disorder, condition, or injury which would render it unsafe for me to participate in the Recreational Activities; and
- (b) I consent to any medical treatment which may be deemed necessary by the Provider in the event of injury or illness during the course of undertaking the Recreational Activities, and I agree to indemnify the Provider in respect of the cost of the medical treatment.

**Acknowledgement, Acceptance of Risk and Risk Warning**

- 2. The information I have provided in this document is true and correct and I understand that Awakening Adventure Sports Pty Ltd is relying on that information in allowing me to participate in the Recreational Activities.
- 3. I acknowledge that Recreational Activities can be dangerous and involve a significant degree of physical exertion and physical risk and non-physical risk. Some of those risks include:-
  - (i) Exposure to the acts or omissions of other persons or vessels;
  - (ii) Travelling in or alighting in or out or from a vessel or item of beach hire equipment or may involve sudden movements, jarring and hard landings and getting wet depending on sea and weather conditions;
  - (iii) The Recreational Activities can be strenuous physical activities and the risk of personal injury, trauma or death, especially to participants with low levels of fitness, pre-existing injury or physical/medical conditions (including those aggravated by physical exertion or those that can result in a loss of consciousness), may be increased by participation in such activities;
  - (iv) Falling from a vessel or other beach hire equipment including in the event of such vessel or equipment flipping over. The marine environments contain a number of potential hazards including collision with other persons, equipment or submerged objects such as rocks, any of which may cause injury or death;
  - (v) Exposure to the natural elements which can be unpredictable and potentially harmful or fatal including slippery or uneven rocks and tracks, storm, wind, tide, current, heat and flora and fauna including marine life;
  - (vi) Participation in Recreational Activities conducted at locations that are remote in time, distance and/or accessibility from any medical treatment facility; and
  - (vii) Other risks of or incidental to the Recreational Activities or activities ancillary to the Recreational Activities.
- 4. (a) I have been advised of the risks associated with the recreational activities and I expressly and voluntarily choose to participate in the recreational activities fully accepting that the participation in such risks may cause PERSONAL INJURY OR DEATH TO MYSELF AND TO PERSONS FOR WHOM I AM RESPONSIBLE FOR SUPERVISION AND CARE, as well as the risk of property damage.
- (b) I acknowledge that, under certain conditions mentioned in the *Civil Liability Act 2002 (W.A.)*, the Provider does not owe a duty of care to the Participant who engages in recreational activity where a risk warning is provided to the Participant.

**Release & Discharge**

- 5. I unconditionally release Awakening Adventure Sports Pty Ltd TO THE EXTENT PERMITTED BY LAW in respect of all claims, losses, damages or costs that may arise from any act, omission, default, failure or error on the part of Awakening Adventure Sports Pty Ltd (including any negligent act, omission, default, failure or

-----

Signature of Adult Participant: ..... Signature of Witness: .....

Full name of Witness: .....

Signature of Guardian/Parent: ..... Signature of Witness: .....

Full name of Witness: .....



error) in relation to personal injury or death of myself and/or any minor for whom I have supervision and care, occurring wholly or partially during the course of the Recreational Activities, including while *in transit* to or from such Recreational Activities.

**Indemnity**

- 6. I will indemnify and keep indemnified Awakening Adventure Sports Pty Ltd against all claims, losses, damages, or costs that may be made by any person for whom I am responsible for supervision and care as well as persons who may make claims on my behalf as a result the circumstances mentioned in clause 5 above.
7. The provisions of Clauses 5 and 6 extend to personal injury or death, and economic or consequential loss, including my medical costs and ambulance costs, whether in tort, in contract, under statute or otherwise.
8. If, despite these terms, it is found that Awakening Adventure Sports Pty Ltd is liable to compensate me then such liability is limited to the cost of providing the service, in respect of which the liability arises, again.

**Parent/Guardian Undertaking:**

- 9. Where this Deed includes any person under the age of 18 years then the parent/guardian signing it warrants that the information provided is true and correct and personally covenants and becomes liable in terms of this Deed in relation to the release, assumption of risk and indemnity.

**Statement of Understanding:**

- 10. I acknowledge that I have read and understood the matters set out in this document and affirm I am of lawful age and legally competent to give this waiver, release and indemnity. I am not under the influence of alcohol or any drugs.
11. I will exercise care for my safety and for the safety of any of my accompanying minors.
12. I will follow the safety directions of Awakening Adventure Sports Pty Ltd, its agents or employees.
13. I understand that this Deed is contractual in nature and has legal effect and is not only a warning or provided for information.
14. I have signed this document of my own free will and without any representation or inducement by Awakening Adventure Sports Pty Ltd, its agents or employees.
15. I acknowledge that, if the venue where the Recreational Activities are to be performed is unsafe, then the Provider has absolute discretion to cancel the activities and conduct such activities on another day.
16. I acknowledge that the service provided to the Participant is a "recreational service" as defined in the Competition and Consumer Act 2010, and where the Participant is a consumer, then certain terms and rights will be implied into the contract for the supply of the service. I acknowledge that these terms and rights, and any liability of the Provider flowing from them, are excluded, restricted or modified by the terms of this Deed if the conditions which are mentioned in Section 139A of the Competition and Consumer Act 2010 apply.
17. I consent to photographs, films, sound and other recordings being taken of me and my minors for use in the Provider's advertising and promotional publications.
18. The Participant's personal belongings can be lost or damaged whilst undertaking the service. To the extent permitted by law, the Participant acknowledges and accepts all risk for any personal belongings during the Recreational Activities, including whilst in transit to and from such activities.

Executed as a Deed ) Date: .....
SIGNED SEALED & DELIVERED ) Participant' Signature: .....
by the Participant in the presence of: ) Parent/Guardian Signature: .....
(if Participant is under 18 years)

Witness Signature:.....
Witness Full Name:.....
(please print) (Witness must be over 18 years of age)
Address of Witness: .....

How did you hear about Awakening Adventure Sports Pty Ltd? (please circle)
Website / Brochure / Advertisement / Friend / Other .....