

PARTICIPANT DECLARATION

Trees Sunshine Pty Ltd ABN 60 621 976 878 operating as "Next Level"

In consideration of, and as a condition of my participation in the Next Level High Rope Course in Sunshine Plaza, Maroochydore (**Course**), I acknowledge and agree as follows (for participants under 18yo, a parent/guardian must also acknowledge and agree):

Rules of participation

1. I will follow any rules, directions and/or instructions set by or from Trees Sunshine (or its agents) in connection with the Course (rules). If I fail to comply with these rules I will not be permitted to participate or to continue to participate in the Course. Full Participation Rules are available at www.nextlevel.com.au

Risk Warning

2. The Course is inherently dangerous and involves risks, including but not limited to undertaking an activity at a height of up to 20m. Accidents can happen. I understand not all risks can be predicted. I may face harm by participating in the Course which may result in personal injury, death or property damage.

Waiver

3. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation. As a supplier of recreational services Trees Sunshine may ask me to agree that the statutory guarantees under the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities). Full ACL is available at nextlevel.com.au/legislation
4. By signing this declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of Next Level flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of Next Level will, at the discretion of Next Level, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

Release and indemnity

5. Save that the below releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the gross negligence of Trees Sunshine, I:
 - a. release and will release Trees Sunshine from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Course; and
 - b. release and indemnify Trees Sunshine against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by the Trees Sunshine or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified Trees Sunshine to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with my participation in the Course;
 - ii. against Trees Sunshine in respect of any injury, loss or damage arising out of or in connection with my failure to comply with Trees Sunshine 's rules and/or directions.

Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence, (but not gross negligence) by any person expressly entitled to make a claim under any applicable insurance policy.

Disclosure of Medical Conditions and Fitness to Participate

6. I warrant that prior to participating in the Course I am and must continue to be medically, mentally and physically fit and able to undertake and participate in the Course. I acknowledge that Trees Sunshine relies on information provided by me and that all such information is accurate and complete.

Right to Use Image

7. I acknowledge and agree that photographs, videos and electronic images may be taken and owned by Trees Sunshine and that Trees Sunshine may use the photographs for promotional purposes.

Privacy

8. I have provided personal information to Trees Sunshine. This information is collected and may be used in accordance with Trees Sunshine's Privacy Policy (available at www.nextlevel.com.au).

PARTICIPANTS OVER 18 YEARS OR PARENT/LEGAL GUARDIAN DETAILS:

I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

Full Name: _____ Date of Birth _____ Age: _____
Address _____
Phone: _____ Emergency Contact Name and Phone: _____
Email: _____ Medical Conditions: _____

PARTICIPANTS UNDER 18 YEARS:

I, _____, the parent or guardian of the participant, authorise and consent to their participation in the Course. I expressly agree to be responsible for the participant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this declaration, including the risk warning, exclusion of implied terms and provision by me of a release and indemnity in the terms set out above.

Full Name	Date of Birth	Age	Medical Conditions

I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by Trees Sunshine. I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

Signature: _____ Date: _____