

## CONDITIONS OF PARTICIPATION - WAIVER FORM FOR ALL PARK FACILITIES



**SCHOOL CAMP NAME:** \_\_\_\_\_

I, \_\_\_\_\_ (Full Name of Adult and/or Guardian signing form)

Address \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Mobile Number \_\_\_\_\_ Work Phone or Alternative Contact No. \_\_\_\_\_

on behalf of the following participant/s:

\_\_\_\_\_  
Print Full Name of Participant ONE

\_\_\_\_\_  
Print Full Name of Participant TWO

\_\_\_\_\_  
Print Full Name of Participant THREE

\_\_\_\_\_  
Print Full Name of Participant FOUR

**RELATIONSHIP TO PARTICIPANT/S:** \_\_\_\_\_

**DIETARY REQUIREMENTS (PLEASE CIRCLE):**

NONE

VEGETARIAN

VEGAN

HALAL

COELIAC

FUSSY EATER

Other (Please elaborate): \_\_\_\_\_

**OTHER SPECIAL REQUIREMENTS OR REQUESTS (SUBJECT TO AVAILABILITY):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATES ALL ACTIVITIES UNDERTAKEN:** \_\_\_\_\_ (arrival to departure date)

I hereby acknowledge, accept, and agree that:

- i. I have read and understand any rules relating to activities to be undertaken and will abide by those rules and directions given by the staff of Ingenia Holidays Lake Hume during my attendance at the premises and my participation in the activity/ies.
- ii. I will wear all safety equipment required at all times during the course of the activity/ies and will only remove safety apparatus when advised by employees of Ingenia Holidays Lake Hume that it is safe to do so. Ingenia Holidays Lake Hume will ensure that all activities are managed and operated with due care and skill and that the equipment and materials used are fit for the purpose for which they are supplied.
- iii. I acknowledge and agree that the activity/ies is/are a dangerous recreational activity and as such by my participation in the activity/ies I agree that there is an obvious risk that I may suffer serious injury, death, loss or damage and that I participate in the activity/ies at my own risk regardless of whether or not such injury or death is caused or contributed by any act or omission or negligence of Ingenia Holidays Lake Hume its servants, employees or agents.
- iv. I will not run, dive, climb and/or jump [unless the activity/ies require] as I will increase any risk of injury and/or death to myself and if I do any of these actions I do so at my own risk regardless of whether or not such death, injury, loss or damage is caused or contributed by any act or omission or negligence of Ingenia Holidays Lake Hume its servants, employees or agents.
- v. I acknowledge I will be participating in the activity/ies with other individuals and any death, injury, loss or damage I suffer may include actions caused by those other individuals to myself and I participate at my own risk.

- vi. I will use the services, equipment and materials and participate in the activity/ies entirely at my own risk with prior knowledge of the possible death, injury, loss, damage or harm that I may suffer as a result of my use of the equipment and/or participation in the activity/ies regardless of whether or not such death, injury loss of damage is caused or contributed by any act or omission or negligence of Ingenia Holidays Lake Hume its servants, employees or agents.
- vii. I acknowledge there exists a risk of loss and/or damage to my clothing or other personal property and that Ingenia Holidays Lake Hume shall not be responsible for any such loss or damage regardless of whether or not such death, injury, loss or damage is caused or contributed by any act or omission or negligence of Ingenia Holidays Lake Hume its servants, employees or agents.
- viii. I acknowledge and agree that in the event I cause damage or loss to any equipment or property of Ingenia Holidays Lake Hume whilst at the premises I am responsible for the repair or replacement of that equipment and/or property.
- ix. I will participate in the activity/ies only to a level appropriate to my fitness. If I am unsure of a safe exertion level for my fitness level I will not participate in any activity/ies. I acknowledge and agree that Ingenia Holidays Lake Hume accepts no responsibility or liability in respect of my fitness to participate in the activity/ies and I therefore participate in the activity/ies at my own risk.
- x. In the event I suffer injury I give Ingenia Holidays Lake Hume permission to call an ambulance on my behalf.
- xi. I am not a 'Prohibited Person' as defined by the *Firearms Act 1996* (NSW).
- xii. I acknowledge that Ingenia Holidays Lake Hume may withdraw their permission for me to continue participating in the activity/ies or for me to remain on the premises at any time for any reason.
- xiii. I acknowledge that I or any participants for whom I sign, will not be under the influence of drugs or alcohol during participation in activities.
- xiv. I acknowledge that any injury will be immediately reported to a staff member of Ingenia Holidays Lake Hume at the time the incident occurs.

#### Indemnity to Ingenia Holidays Lake Hume

In consideration of my participation in the activity/ies I agree to indemnify Ingenia Holidays Lake Hume in the following manner:

- i. My participation in the activity/ies is at my own risk and I agree responsibility on that basis for any injury, death, loss or damage I may suffer or I may cause another person to suffer as a result whether arising from negligence or otherwise of Ingenia Holidays Lake Hume or their employees, servants or agents or from any other cause.
- ii. I accept the venue and premises as they stand with any and all defects either hidden or exposed.
- iii. I will indemnify and shall keep indemnified Ingenia Holidays Lake Hume, its employees, servants and agents against any actions or claims which may be made by me, on my behalf or by other parties for or in respect of or arising out of my death, injury, loss or damage or as a result of death, injury, loss or damage suffered by another caused by me or my equipment whether through my negligence, breach of contract or any other manner whatsoever.

#### Media Release

I (PLEASE CIRCLE) **AGREE** / **DISAGREE** to allow Ingenia Holidays Lake Hume or its partners to publish, copyright, and use pictures of myself or my child for print and/or electronic formats such as publications, videos, social media & websites for marketing/promotion purposes.

#### Definitions

"premises" – 14-16 Hore Road, Bowna, New South Wales, 2644, Australia.

"Ingenia Holidays Lake Hume" – IDCF Management Co. No. 1 Pty Ltd ATF IDCF Land Trust No. 1 trading as Ingenia Holidays Lake Hume.

"activity/ies" – the activities organised and/or supervised by Ingenia Holidays Lake Hume or their servants or agents including but not limited to jumping pillow, play equipment, tennis, pool, splash park, rock wall climbing, abseiling, archery, obstacle course, flying fox/zipline, low ropes, discos, raft building, barrels of fun, water games, slip 'n' slide, pump bike track, disc golf, golf driving range, & any and all activities undertaken in "kids club".

**I understand that my signature to this document constitutes a complete and unconditional release of all liability of Ingenia Holidays Lake Hume (including their members, committee, agents or servants) to the greatest extent allowed by law in the event of me and/or the dependents listed above under my care, suffering injury or death or property damage.**

**Signature:** \_\_\_\_\_ **Signatory's Date of Birth:** \_\_\_\_\_