

# ACCIDENT WAIVER AND RELEASE FORM

### **OBSTACLE COURSE RULES**

You agree to abide by the course rules and directions of **SA Basecamp** staff.

### CONSENT AND ACCEPTANCE OF RISK

I acknowledge and agree that the activities organised or conducted by SA Basecamp are in the nature of an "extreme sport" and as such, have inherent dangers and risks including the risk of injury or death to me, which include but are not limited to: rope burn, falling from an obstacle, falling over, collision with other participants or obstacles, limb entrapment, jarring and hard landings, slipping on obstacles, becoming disoriented, falling from a height, any damage or injury caused by the obstacles, illness or infection, serious or grievous injuries including bodily injury, loud noises, damage to personal property, physical and/or mental effects of exposure to extreme conditions and circumstances, temporary or permanent disability, paralysis and death.

I understand that undertaking the obstacle course involves greater than usual physical exertion placing me or my child at increased risk of physical on non-physical personal injury, trauma or death. I understand that the SA Basecamp obstacle course presents extreme obstacles including, but not limited to, cargo nets, heavy equipment, mechanically moving objects of varying height. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me or my child. I acknowledge and agree that due to the nature of the activity, it would be unreasonable for SA Basecamp to be in any way responsible for any injury or the death of me and/or my child and I hereby, to the full extent permitted by law, waive all of mine and my child's legal rights of action against and fully release SA Basecamp for loss, damages, injury or death howsoever arising out of or in relation to the participation by me or my child in the activities conducted or organised by SA Basecamp, including without limitation, liability for any negligent or tortuous act or omission, breach of duty, breach of contract or breach statutory duty on the part of **SA Basecamp**, its office bearers, directors, employees or agents. I also agree to indemnify **SA Basecamp**, its affiliates and assigns, from any and all third-party claims caused in whole or in part by my actions or the actions of my child. I further acknowledge and agree that I or my child are undertaking the obstacle course freely, voluntarily and absolutely at our own risk and with a full appreciation of the nature and extent of all risks involved in undertaking the obstacle course. This waiver shall bind me or my child and our executors.

### It is important for all customers to declare any of the following medical conditions when you check in.

Please note this does not necessarily exclude a person from doing our activities. However, **SA Basecamp** reserves the right to deny you access to the activities if you suffer from any of the below conditions and if we, acting reasonably, are not completely satisfied that it is safe for you to participate.

- Pregnancy
- Panic/Anxiety Attacks
- Epilepsy, PSE
- Heart Conditions
- High/Low BP
- Prosthetics/cosmetic implants
- Sprains/muscular
- · Bone disorders
- Dislocations
- Injuries
- Fragile skin
- Back pain
- Diabetes
- Physical impairment
- Neurological Disorders
- Disabled
- Pain



# ACCIDENT WAIVER AND RELEASE FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING OR ATTENDING THIS ACTIVITY OR EVENT, namely the SA Basecamp including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by the camp, or because of their possible liability without fault. I certify that I am suitably fit and have completed the medical questionnaire and/or have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organisers of **SA Basecamp**, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, including my traveling to and from this event.

B) I INDEMNIFY, HOLD HARMLESS, AND WILL NOT SUE the entity and/or persons organising this event and waive them from all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that this activity or event may test a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of customers, equipment, vehicular traffic, actions of other people including, but not limited to, customers, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to customers but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed.

I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organisers, and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**SA Basecamp** reserves the right to change the Waiver at any time without notice.



## **ACCIDENT WAIVER AND** RELEASE FORM

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

IF YOU ARE A PARENT OR GUARDIAN OF A **PARTICIPANT UNDER 18 YEARS OLD:** 

the parent or guardian of the minor I am purchasing admission to the obstacle course for, hereby give my approval to this child's participation in the obstacle course.

• I assume all risks and hazards incidental to such participation in the obstacle course, and I hereby waive all of my legal rights of action against and fully release SA Basecamp for loss, damages, injury or death howsoever arising out of or in relation to the participation by me in the activities conducted or organized by SA Basecamp including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of SA Basecamp, its office bearers, directors, employees or agents of any kind arising out of or connected with my child's participation in this event.

- I consent to the foregoing and grant my permission for him/her to undertake the obstacle course.
- I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign my name freely, voluntarily and without duress.
- I understand that full and frank disclosure of any medical condition and/or disability is given by me or my parent/guardian to SA Basecamp prior to the commencement of the obstacle course.
- I understand and acknowledge that concealment of any condition and/or disability may place me at increased risk to my health of my life.

PARTICIPATION WILL BE DENIED, if the signature of an adult participant or parent/quardian and date are not signed at the time and place of the obstacle course.

I have read and understand this waiver of my legal rights. My signature is proof of my intention to exempt and relieve SA Basecamp from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

Venue: SA Basecamp  Booking Type:  CASUAL OSHC PARTIES  THERAPY CORPORATE CLAS	SCHOOL HOLIDAY PROGRAM
CUSTOMER OR PARENT/ GUARDIAN NAME:	PHONE:
CHILD'S NAME:	EMAIL:
CHILD'S NAME:	STAFF NAME:
CHILD'S NAME:	STAFF SIGNATURE:
CUSTOMER SIGNATURE:	DATE:
(Parent or quardian for customers under the age of 18 years)	