



CONSENT & RELEASE

_____ (Name of Participant)

_____ (Parent/Guardian where applicable) from

_____ (Group Name)

1. THE SUMMIT CAMP PTY LTD is a supplier of “recreational activities” (as defined by Section 22 of the **Australian Consumer Law and Fair Trading Act 2012**). The purpose of this document is to limit the liability of THE SUMMIT PTY LTD, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers, and trustees, and to exclude liability for any personal injury or death to the Participant in the recreational activities.
2. By agreeing to be a Participant/and or giving consent to participate in the activities of THE SUMMIT PTY LTD, you agree that the supply of the recreational services and participation by you in the recreational activities is subject to these terms and conditions.
WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012
3. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that THE SUMMIT PTY LTD is required to ensure that the recreational services it supplies to you are (i) are rendered with due care and skill; (ii) are reasonably fit for any purpose which you, either expressly or by implication make known to THE SUMMIT CAMP PTY LTD; and (iii) might reasonably be expected to achieve any result you have made known to THE SUMMIT CAMP PTY LTD.
4. **NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on THE SUMMIT CAMP PTY LTD's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See Regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and Section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

GENERAL WAIVER AND RELEASE

5. By signing this Waiver, I assume any risk, and take full responsibility and waive claims of personal injury or death associated with the participation in recreational activities including but not limited to; Orienteering, Inflatables, Snowy River Challenge, Cave activity, Abseiling, Bush Challenge, Bush Camping; Bush Walking; Basketball, Volleyball, Gaga ball, Flying Fox, Rock Climbing, Laser Skirmish, Trust games, High Wire, Sky Bridge, Team Building/Group Games/Team Ball Games, Water slide, Drop Slide, Snake and Nails activity, Giant Swing, Playground, Tash's Ladder, Scavenger hunt, Obstacle courses, Summit Window, Leap of faith, Initiative activities, Evening activities – minute to win it, trivia, board break, arrow break, disco, chocolate mousse fight, table tennis, army tank ride, Bag blitz and jumpfree. Further details on said activities can be found: <https://docs.google.com/document/d/1PWgtOUKQOnZ59Rsj5KIKJSzo-pGhY-GhrLISUXQAraE/edit>
6. I HEREBY WAIVE AND RELEASE, indemnify, hold harmless, and forever discharge THE SUMMIT PTY LTD, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers, and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities arising from any personal injury or death sustained, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises, of, or for the benefit of, THE SUMMIT CAMP PTY LTD.
7. I understand that the activities, in which I will participate, are mentally strenuous, inherently dangerous, and may cause serious or grievous injuries, including bodily injury, and/or death. On behalf of myself, my heirs, assigns, administrators, executors, and next of kin, I waive all claims of injuries and death sustained to me, that I may have against the aforementioned release party to such activities, including claims in, contract, equity or otherwise.
8. I acknowledge that if anything is unclear to me in the safety briefing then I will raise my concerns with a member of THE SUMMIT

PTY LTD'S team who is conducting the briefing.

9. I acknowledge, agree, and represent that I understand the nature of THE SUMMIT CAMP PTY LTD, I AM IN GOOD HEALTH and in PROPER PHYSICAL CONDITION to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will IMMEDIATELY DISCONTINUE further participation in the activity.
10. I understand that THE SUMMIT CAMP PTY LTD, its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers, and trustees are not liable to me, my dependents, or my personal representatives not being supplied with due care, and skill and not being reasonably fit for purpose or for a breach of any of the consumer guarantees applied by the Australian Consumer Law (Victoria) or due to the, breach of contract or statute, or statutory duty by THE SUMMIT PTY LTD.
11. To the maximum extent permitted by law, but subject to the non-excludable consumer guarantees implied pursuant to the Australian Consumer Law, in no event will THE SUMMIT CAMP PTY LTD, or its agents, employees, officers, directors, affiliates, successors, and assigns, coaches, teachers, and trustees be liable in respect of any claim for any indirect or inconsequential loss or damage arising from personal injury.
12. This WAIVER AND RELEASE contains the entire agreement between parties and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all parties.
13. Any provision of this agreement which is held to be unenforceable is, where possible, to be severed to the extent necessary to make the agreement enforceable, and the rest of the agreement is not affected.
14. The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of THE SUMMIT CAMP PTY LTD, whether by agreement, by operation of law, or otherwise.
15. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights.
16. *"Notwithstanding anything stated in this WAIVER AND RELEASE, the participant does not release or indemnify THE SUMMIT PTY LTD or its employees, agents or contractors, from any liability for any action, claim, loss, damage cost or expense arising under or in connection with the camp or the activities ("Claim"), to the extent to which a Claim is caused or contributed to by the negligent act or default of THE SUMMIT PTY LTD or its employees, agents or contractors. This clause will prevail to the extent of any inconsistency with any other clause in this WAIVER AND RELEASE."*
17. I have signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.
18. If you are executing this WAIVER AND RELEASE on behalf of other participants, you warrant that you have informed all participants of the risks associated with the activities of THE SUMMIT CAMP PTY LTD so that they are able to make an informed decision when consenting to undertake the listed activities in Clause 6 of this WAIVER AND RELEASE.
19. If you are executing this WAIVER AND RELEASE on behalf of other participants that are minors, you warrant that you have informed all parents or guardians of the risks associated with the activities of THE SUMMIT CAMP PTY LTD so that they are able to make an informed decision when consenting to allow their minors to undertake the listed activities in Clause 5 of this WAIVER AND RELEASE.
20. I give permission for The Summit Pty Ltd to use my/my child's photograph and or other media, such as film and quotations, on The Summit's promotional material and publications, for which it may be suitable.(This excludes all school groups)

_____ Name of Participant

_____ Signature of Participant/Guardian (if a guest is under 18)

_____/_____/_____ Date