



Participant Waiver and Risk Warning

I agree to participate in the Activities at my own risk and subject to the terms of this Waiver and Risk Warning (**Waiver**). I declare that:

- I am aware that the Activities involve the use of a mobile rock climbing wall, which involves climbing at height;
- I am mentally and physically able to participate in the Activities;
- I understand that I should not participate in the Activities unless I am in good physical condition;
- I will following the directions of the Base Zero team and will participate in the safety briefing;
- at no time during the Activities will I be under the influence of drugs or alcohol;
- I will not carry or use any dangerous or illegal items;
- I will not use the equipment in a manner which is unsafe, unnecessarily loud, disruptive or offensive to others or contrary to any laws or policies of Base Zero;
- I will not attempt to jump from the equipment or throw items on or from the equipment;
- I will not carry or use any personal item whilst using the equipment. In the event of any loss or damage (i.e. damage to mobile phones) to my personal property I acknowledge that such loss or damage is my sole responsibility and that Base Zero accepts no liability for any such loss or damage;
- I will wear the safety equipment supplied to me at all times;
- I do not have any medical conditions which may impair or effect my use of the equipment and participation in the Activities;
- I will take all due care when using the equipment and will not cause any loss or damage the equipment, injury to any person or any loss or damage to any other equipment and accept responsibility for the cost of any loss, damage or injury caused by me;
- I am over 18 years of age or if I am under 18, my parent/guardian has consented to me participating in the Activities;
- I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate; and
- I understand that Base Zero may refuse to allow me to participate in the Activities or may require me to cease to use the equipment at any time for any reason.

For the purpose of the Civil Liability Act 2003 (QLD), Civil Liability Act 2002 (NSW) (and any other civil liability legislation in any state in which the equipment is hired) and section 139 of the *Competition and Consumer Act 2010* (Cth), I acknowledge that the Activities are 'recreational activities' and are dangerous and that there is a risk to my health and safety in participating in the Activities. The potential risks include, but are not limited to:

- death;
- physical or mental injury;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to me.

I acknowledge, agree, and understand that the risk warning in the preceding paragraph constitutes a 'risk warning' for the purposes of relevant legislation, including for the purpose of Section 5M of the Civil Liability Act 2002 (NSW). I acknowledge that Base Zero's liability arising from the Activities is excluded or reduced in so far as is possible as a result of the risk warning.

By participating in this activity, I acknowledge, agree and understand that, to the full extent permitted by law (including by section 5N of the Civil Liability Act 2002 (NSW), division 4 of the Civil Liability Act 2003 (QLD) and section 139A of the Competition and Consumer Act 2010 (Cth)):

- my rights to sue Base Zero in relation to the Activities, if the Activities or associated services were not provided in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded or alternatively limited to a refund of the cost of the Activities; and
- I release Base Zero from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill,

in so far as the Activities result in my death or injury, but not including significant personal injury caused by Base Zero's reckless conduct.

In addition to any other releases, exclusions and warranties in this Waiver, to the full extent permitted by law, I (including my heirs, successors, executors, administrators, agents and assigns) agree to waive, release and indemnify Base Zero in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses whatsoever in connection, directly or indirectly, with my participation in the Activities, including without limitation those arising under statute, tort, contract, common law or equity (including for Base Zero's negligence).

I acknowledge that I do not have to agree to exclude, restrict or modify or waive my rights against, or release Base Zero, however Base Zero may refuse to allow me to participate in the Activities.

For minors, the Parent/ Guardian/ Supervisor consents to the minor's participation in the Activities must be present and supervise the Participant at all times during the Activities.