

LIABILITY WAIVER FORM

EXCLUSION OF CERTAIN RIGHTS TO SUE



The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

Name and address of Provider: [Eco h2o Adventures](#)
[PO Box 69, Euramo, QLD,Australia 4854](#)

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure, which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

Description of Recreational Services: [Flat Water Kayaking, White Water Kayaking, White Water Rafting, Swift Water Awareness \(Swift Water Safe\), Trekking, Bush Walking, Outdoor Education](#)

Steps taken by EcoH2o Adventures to avoid the danger of personal injury or death:

[EXAMPLES OF RISK CONTROLS: Weekly equipment inspections, trained staff, adherence to industry codes of practice and activity standards, emergency procedures in place; contingency plans in place for emergencies; all staff qualified first aid, communication procedures in place.](#)

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration and signature

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

Signature of Participant

Date

Printed name

Address

Signature of Legal Guardian (if participant is U/18)

State _____ Post Code _____

State _____ Post Code _____

Confidential Application and Medical History Form

NAME: (Participant) AGE:..... (if under 18); Over 18 (check box)

CONTACT PHONE NUMBER/S:

I am aware that **EcoH2o Adventures** activities/programs, in addition to usual dangers and risk inherent has certain additional dangers and risks some of which may include:

- physical exertion for which I may not be prepared
- weather extremes subject to sudden and unexpected change
- remoteness to normal medical services
- evacuation difficulties if I am disabled or travelling on country roads or in remote areas

I accept that **EcoH2o Adventures** staff/instructors/leaders will have the ultimate say in whether or not a participant is able to participate in an adventure activity or program, or if they feel that a person or the group is at risk, they have the right to make alternative arrangements. In order to ensure safe participation in the activities/program, or if I have any doubts about the suitability of my health, I can always consult my Doctor for advice or approval. On extended programs, participants may be required to produce a Doctor's certificate. This must be produced before the day of departure.

The following information is intended to assist **EcoH2o Adventures** in case of any emergency with you/your child. Learning difficulties need to be discussed, so the Leaders are able to accommodate accordingly.

Please describe any Learning Concerns if any.....

Name and telephone numbers of contact people

Emergency Contact Name	Relationship to Participant	Home	Work	Mobile
*To be completed if participant is Under 18				
	* Mother (full name)			
	* Father (full name)			
	*			

Do you (or your child) suffer from any of the following? YES..... NO (Please tick if applicable)

Please circle: Any pre-existing medical or other condition that may affect or risk other persons or myself.
 Asthma, Diabetes, Epilepsy / Fits, Fainting / Dizziness, Blackouts / Migraines, Disability,
 Heart / Blood Condition, Allergic Reactions, Pregnancy, Uneven Pupils, Recent Injuries, Medications,
 Other.....

Allergies/other
 Describe:.....
 Describe reaction.....

Tetanus Immunisation
 It is particularly important that people in areas with horses and cattle are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation.....

Medication
 Is it necessary for you or your child to carry their own medication at all times.

Name of drug:..... Dosage..... Frequency.....

Consent To Medical Attention
 I authorize the instructor in charge to administer first aid and call an ambulance if necessary for the medical attention of my child. I agree to bear any cost thereby incurred.

Signature of Participant/Parent/Guardian:.....Date:.....

Name of Participant/Parent/Guardian:

Privacy Statement – Privacy Act 1998

By completing this form you are supplying **EcoH2o Adventures** with personal information about yourself. This information is needed to ensure your safety during your time with us. **EcoH2o Adventures** is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above.