

Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") dated

/ /

BETWEEN:

THE PARTICIPANT of an address provided below

AND

Lifespring Outdoor Centre Pty Ltd of Westhill, 655 Glenusk Road, Blackall, QLD 4472
(the "Activity Provider")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider. **An injury to person or property includes, but is not limited to, the following: cuts, lacerations, bruises, broken bone(s), torn ligament(s), torn muscle(s), other forms of grievous bodily harm, impaired vision, concussion, heat stroke, adverse mental health (e.g. PTSD), damaged or lost equipment and/or personal belongings.**
2. The Participant understands that the Participant would not be permitted to participate in any of the activities described below unless the Participant signed this Agreement.

Details of Activity(s)

3. The Participant will participate in any one or more of the following activities:
 - a. Orienteering
 - b. Canoeing
 - c. Archery
 - d. Bush Walking
 - e. Geocaching
 - f. Bush Cooking
 - g. Initiatives: a series of group activities that present a challenge or problem that must be solved together using communication, teamwork and cooperation.
 - h. Raft Building
 - i. Swimming
 - j. Birdwatching
 - k. Night activities: astronomy, bush dance and spotlight

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for any one or more of the above noted activities.
8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

10. This Agreement will be governed by and construed in accordance with the laws of the State of Queensland.

Emergency Contact

11. Participant

Emergency contact name:

Emergency contact phone number:

EXECUTED as a deed.

Signed, sealed and delivered by the Participant and witnessed:		
Full Name	Capacity	Signature
Of: <address>	Participant	
If under 18 years of age: Name of parent/guardian	Parent/Guardian	
Of: <address>	Witness	

Executed for and on behalf of Lifespring Outdoor Centre Pty Ltd (ACN 658 067 657) in accordance with section 127 of the Corporations Act by:		
Full Name of Authorised Person	Office Held (e.g. Director)	Signature of Authorised Person
Rachel Walker	Sole Director	

Photography and Video Permission Form

I _____ (Parent/Guardian name) the Parent/Guardian of
_____ (Child's name)

give permission for Lifespring Outdoor Centre Pty Ltd to use my child's photographs or videos taken as part of it's daily program, to be used now or in the future for the purpose of external communications, including advertising and marketing as well as posted on the service's Social Media account (s) including Facebook, Instagram and website.

I understand I can withdraw the above consent at any time by advising the Nominated Supervisor in writing. (rachel@lifespringoutdoors.com.au)

Parent/Guardian's Name:

Child's Name:

Home Address:

Parent/Guardian Signature _____

Date: