



Terms & Conditions

Thank you for visiting TAILORED ADVENTURES PTY LTD t/a the TreeTop Challenge, located inside Thunderbird Park at cnr Tamborine Mountain Road, North Tamborine 4272 ("Tree Top Challenge"). We are very pleased to have you with us and are sure you will enjoy your experience.

For your safety, you must read and comply with the General Conditions of Entry as set out on the Disclaimer Board and these Conditions of Participation. Safety equipment (gloves, harness, safety straps, pulley) will be provided to you. This safety equipment must be used according to the instructions given and treated carefully. You must wear other suitable clothing, and you should be aware that clothing may be damaged or dirtied during the Tree Top Challenge. You are also required to attend the Safety Instruction presentation prior to participating in Tree Top Challenge. It is important that you abide by the instructions of the operator and all supervisors and instructors at all times.

For the safety of participants, Management reserves the right to expel any person who does not abide by the General Conditions of Entry or these Conditions of Participation. By entering Tree Top Challenge and signing this document, you agree to abide by the General Conditions of Entry and these Conditions of Participation.

By ticking below "I Agree to the Waiver" You CONFIRM that You have read and agree to the General Conditions of Entry as set out on the Disclaimer Board and these Conditions of Participation.

Acknowledgement

The activities at Tree Top Challenge are located within a natural environment where there are hazards and risks, both within the activities and on the ground.

I acknowledge and agree that (whether or not I participate in Tree Top Challenge both now or in the future) the Tree Top Challenge is a potentially hazardous activity, which involves risk of property damage and / or serious injury and / or death (whether to myself or a third party) particularly if the safety regulations are not adhered to, and further that Tree Top Challenge is a physically and mentally strenuous activity and I will be exerting myself.

Declaration of Health

Tree Top Challenge requires a degree of physical and mental strength and is suitable only for persons physically and mentally able to sustain a reasonable level of physical exertion and stress. Tree Top Challenge is not recommended for pregnant women, and persons with heart problems, high blood pressure, brittle bones, back problems, or any other adverse medical condition.

I HEREBY FURTHER DECLARE that my general health is good and that I suffer no health related problems or disability which could preclude my participation in Tree Top Challenge. I DECLARE that I have not taken any PRESCRIBED DRUGS or OTHER SUBSTANCES which may impair my ability to safely participate in Tree Top Challenge.

Declaration of Indemnity

I hereby acknowledge that of my own free will and desire I have engaged with TAILORED ADVENTURES PTY LTD ACN 164 083 309 for the purpose of undertaking Tree Top Challenge and I DO HEREBY UNDERTAKE TO INDEMNIFY TAILORED ADVENTURES PTY LTD, its officers, instructors, supervisors, contractors, servants, agents and employees (hereinafter collectively or individually "TTC" as the context requires), from and against all liabilities, loss or damage (however caused [including through negligence] which may be directly or indirectly suffered), cost and expenses incurred by it (or them) as a result of any action, proceedings, demands or claims taken or made by me or my heirs, executors or administrators, and / or made by any third party resulting from my use of Tree Top Challenge (to which TTC is implicated, joined, or against which allegations are made) as a result of property damage, injury or death suffered by me or caused by me to any third party (as the case may be) resulting from or relating to any activities of TTC whilst undertaking Tree Top Challenge and any time thereafter.

Assumption of Risk - WARNING!

Where a person is a consumer as defined by any relevant law such as the Competition and Consumer Act 2010 (Cth) or similar State law, then certain terms and rights will be implied into a contract for the supply of goods or services for the benefit of that person. These terms and rights and any liability of TTC flowing from them cannot be excluded, restricted or modified by any contract. In all other cases and except where inconsistent with the above, any person participating in Tree Top Challenge or other activity carried on by TTC DOES SO ENTIRELY AT HIS/HER OWN RISK. Furthermore, TTC does not accept any liability, consequences or risk associated with your participation in Tree Top Challenge whatsoever.

Release

It is a condition of taking part in Tree Top Challenge, that the person, for him/herself, his/her heirs, executors and administrators, hereby waives and releases TTC (expressly including its supervisors and instructors), from any or all claims, rights or causes of action against TTC that the person (or any relevant third party), his/her heirs, executors or administrators may have in respect of any loss of life or injury, damage or loss of any description including to property and howsoever caused (including negligent act or default and/or omission or breach of duty of TTC or otherwise) arising out of or relating to taking part in Tree Top Challenge, DOES SO ON THE ACKNOWLEDGEMENT THAT THEY DO SO ENTIRELY AT THEIR OWN RISK.

In consideration of TTC making available Tree Top Challenge, I agree that:

(1) EXEMPTION FROM LIABILITY: I exempt and release TTC as well as the owners of land upon which Tree Top Challenge is conducted from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me, or any third party, or



property while participating in Tree Top Challenge whether such loss, damage, or injury results from the negligence of TTC or from some other cause.

(2) COVENANT NOT TO SUE: I agree to not institute any suit, join, action at law, or otherwise be barred from any action against TTC or against the owners of land upon which Tree Top Challenge activities are conducted and, nor to prosecute (or have prosecuted on my behalf) any claim for damages or cause of action which I, my heirs, executors or administrators hereinafter may have by reason of injury to my person, or third party, or to property arising from Tree Top Challenge activities, as contemplated by these Conditions of Participation.

(3) INDEMNITY AGAINST THIRD PARTY CLAIMS: I indemnify, save and hold harmless TTC and the owners of land upon which Tree Top Challenge activities are conducted from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any persons or organisations and which arise directly or indirectly by my activities or neglect while engaged in Tree Top Challenge activities, as contemplated by these Conditions of Participation.

(4) CONTINUATION OF OBLIGATIONS: I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in force and effect now and in the future at all times during which I participate, and after I participate, either directly or indirectly, in Tree Top Challenge, and shall be binding upon my heirs, executors and administrators of my estate.

Acceptance

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I HAVE READ, or have had read to me, the above CONDITIONS OF PARTICIPATION and FULLY UNDERSTAND the terms and conditions herein. I have received, or have waived my right to receive, independent legal advice with respect to all matters contemplated by these Conditions of Participation.

Full Name:

Email:

Phone:

Date:

Parent / Guardian's consent

If a person is under the age of 18 years, he/she must obtain the consent of his/her parent(s)/guardian(s) prior to participating in Tree Top Challenge.

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I HEREBY CERTIFY THAT I FULLY AND UNCONDITIONALLY AGREE to completely indemnify TTC against all liability resulting from any injury or death that may be sustained by my son/daughter/ward, whilst participating in Tree Top Challenge. I HAVE READ AND UNDERSTAND the above TERMS AND CONDITIONS, ACKNOWLEDGEMENT, DECLARATION OF HEALTH, DECLARATION OF INDEMNITY, WARNING, and RELEASE contained within the adjoining CONDITIONS OF PARTICIPATION and agree that all shall apply to any Tree Top Challenge activity undertaken by my son/daughter/ward with TTC

Full Name of legal guardian:

Date: