



Coastal Protection Pty Ltd- ABN 50 124 656 560

Phone: (02) 4358 8308

5 / 6 Morton Close, Tuggerah NSW 2259

WAIVER AND INDEMNITY FORM

1. I understand that participating in the event involves the risks of physical injury and/or death and therefore, I voluntarily assume all risks associated with undertaking the event, including but not limited to, my own actions or inactions, the actions or inactions of others which may include but are not limited to falls, illness, infection, contact with others (injured participants, volunteers, staff or spectators), completing any and all obstacles, defective equipment, the effects of weather (including high heat/cold and/or humidity), health risks (including but not limited to, overexertion, dehydration, fatigue, lack of fitness or conditioning).
2. I agree to comply with all rules and warnings during the event and follow any instructions or directions given by any employees or representatives of Coastal Protection Pty Ltd T/A Coastal Active Ability and the venue hosting the activity.
3. I certify that I am physically fit for my chosen activity and have no medical condition/s that would make participation in the event more hazardous. If I have recently suffered an illness, injury or impairment, I should have or did consult a physician before participating in the event.
4. I agree not to consume alcohol prior to the event or use any medicines or substances that will inhibit my mental or physical ability to participate in the program safely and effectively.
5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me during the event, as volunteers or medical professionals may deem appropriate.
6. I understand that this document extends to any liability arising out of, or in any way connected with, the medical treatment and transportation provided in the event of an emergency and/or injury to me.
7. I understand and agree that I am always expected to exhibit appropriate behaviour and to obey all local, state and federal civil and criminal laws while participating in or attending the event.
8. I understand that Coastal Protection Pty Ltd T/A Coastal Active Ability, including its employees and agents can dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the event, another person, facility or property of any kind. I also agree to indemnify Coastal Protection Pty Ltd T/A Coastal Active Ability, its past and present employees and the owners, from any and all third-party claims caused in whole or in act by my negligent, intentional acts or omissions.
9. I agree that Coastal Protection Pty Ltd T/A Coastal Active Ability are not responsible for any personal items or property that may be lost, damaged or stolen at the event.
10. I agree that Coastal Protection Pty Ltd T/A Coastal Active Ability reserves the right to cancel the event in the event of extreme weather or for any reason that will protect the safety and security of the participants and spectators.
11. I am at least 18 years old OR my parent/guardian has reviewed this waiver and consented to these terms. Children must be at least 7 years old to participate in the holiday program.

12. I agree to follow all COVID safe policies, procedures, signage and staff communication.

13. I have no known symptoms of COVID-19.

14. I have not tested positive to Covid-19 in the last 14 days.

GENERAL DESCRIPTION OF RISKS OF RECREATIONAL ACTIVITIES OFFERED BY COASTAL ACTIVE ABILITY

NOTE: The activities does not describe every conceivable risk of participants in the activities.

1. Participating in recreational activities is dangerous. The risks include but are not limited to death, serious injury or illness due to:
 - Inability of the Provider to prevent all accidents from occurring.
 - due to the actions of other participants and animals including collisions with other participants, vehicles, horses, pedestrians, objects, structures or colliding with things found in the natural environment such as rocks, trees; difficult terrain and obstacles;
 - hazardous and changeable conditions in a natural environment, including lightning, strong winds, storms, bushfires, flooding, slippery or muddy conditions;
 - not adhering to all notices, signs, instructions and directions
 - not concentrating fully at all times, participant error and/or lack of skill or care and/or dangerous behaviour on your part, the part of other participants or staff
 - negligence by those involved in organising or providing the activity including staff
 - being struck by a falling tree or tree branch
 - drowning, falling, being burnt by fire or being struck by a vehicle or animal.
 - Fishing in waters that has not been tested for chemicals, disease or contamination and that the event may contain wild animals, insects and plants.

WAIVER AND RELEASE OF CLAIMS

1. I understand that Coastal Protection Pty Ltd T/A Coastal Active Ability is committed to conducting the event in a safe manner and holds the safety of participants and spectators in the highest regard and that Coastal Protection Pty Ltd T/A Coastal Active Ability attempts to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants safety.

2. I am solely responsible for determining if I am (or my minor child is) physically fit and/or sufficiently skilled for the event.

3. I recognise and acknowledge that there are risks of physical injury to participants in the event, and I freely and voluntarily agree to assume the full risk of any and all injuries that I (or my child) may sustain as a result of participation in the event.

4. I assume all risks and hazards incidental to such participation in the event, and I waive and indemnify Coastal Protection Pty Ltd T/A Coastal Active Ability, the owners, its employees, and representatives for any claim (of any nature) arising out of an injury to me (or my child) and from any and all claims arising out of or connected with my (or my child's) participating in the event.

5. I agree to release, and to not make any claim (of any nature), against Coastal Protection Pty Ltd T/A Coastal Active Ability or the owners, its employees, and representatives arising as a results of, or in connection with, my (or my child's) participation in the event.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD THE IMPORTANT INFORMATION AND AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.

I AGREE TO THIS WAIVER FORM OUTLINING THE CONDITIONS OF PARTICIPATION AND THE BELOW CONDITIONS FOR MYSELF OR ON BEHALF (PARENT OR GUARDIAN) OF A PARTICPANT UNDER THE AGE OF 18:

1. I am a participant 18 years or older and consent to my participation or I am the parent/guardian on the below named participant.

2. I give my approval for the minor's participation in the event (if applicable).

3. In doing so, I agree to assume all risks and hazards incidental to myself or the minor's participation (if minor is applicable) in the event and I release and indemnify Coastal Protection Pty Ltd T/A Coastal Active Ability, owners, its employees and representatives for any claim arising out of an injury to myself or the minor I am consenting for (if minor is applicable) and will not make any claim, of any nature, against Coastal Protection Pty Ltd or the landowners as a result of, or in conjunction with, the event.

4. I acknowledge I have carefully read, understood, accepted and agreed to the terms of this document.

PARTICIPANT'S NAME: _____

SIGNATURE: _____ DATE: _____

If the participant is a minor (under 18 years of age), this agreement must also be signed by the Participant's Guardian.

GUARDIAN NAME: _____

SIGNATURE: _____ DATE: _____