

PLANET MUD

PLANET MUD OUTDOOR ADVENTURES LTD

ABN 48 253 054 338

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on the form (Planet Mud Outdoor Adventures) are required to ensure that the activities it supplies to you are rendered with due care and skill, and are reasonably fit for any purpose which you, either expressly or by implication make known to the supplier and might reasonably be expected to achieve any result you have made known to the supplier. Under Section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Act if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out by this form. The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence in relation to an act means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22 of the Australian Consumer Law and Fair Trading Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

"PARTICIPATION ASSUMPTION OF RISK & WAIVER FORM"

1. By signing this waiver, I agree to assume the risks of participation in the Planet Mud Outdoor Adventures Activities (Paintball, Youngunz Paintball, Segway Trails or Globberiding.) I confirm that I have read this form & agree to abide by the Planet Mud Outdoor Adventures rules set out below. I confirm that I am undertaking these activities for the purpose of recreation, enjoyment and leisure & acknowledge that the proprietor relies on the information provided by me, & that all information I supply is accurate & complete.

Initials

PLANET MUD OUTDOOR ADVENTURES "RULES"

A) NO SMOKING OR FLAMES

B) PLEASE RESPECT WILDLIFE & NEIGHBOURS AND KEEP NOISE TO A MINIMUM

C) ACT ACCORDING TO TRAINING

D) OBEY STAFF AT ALL TIMES

2. I acknowledge that I am undertaking activities, which are classed as extreme sports & as such are inherently risky. Some of these risks include but are not limited to, falling off of Segways, getting hit by paintball, & running around in uneven bush areas. I understand not all risks can be predicted & that I may face harm (including the risk of injury or death) by taking part. I acknowledge & accept all risks associated with the activities.
3. If I suffer harm at Planet Mud Outdoor Adventures I will not hold Planet Mud, their employees or agents legally responsible for any injuries I suffer. I will not sue Planet Mud Outdoor Adventures, their employees, or agents for any claims, costs, damages or liabilities I may have for injury suffered by me. I acknowledge that this waiver represents a legal release & discharge of legal responsibility to Planet Mud Outdoor Adventures, their servants or agents.
4. If the customer suffers any injury or illness, the customer agrees that the proprietor may provide evacuation, first aid & medical treatment at the customers expense, and the customers acceptance of these terms & conditions constitutes the customers consent to such.
5. The **CUSTOMER** must disclose any pre-existing medical or other condition that may affect the risk that either the **CUSTOMER** or any other person around the customer will suffer injury, loss or damage. I understand the Planet Mud Outdoor Adventures require all relevant information about my health & capabilities, including any pre-existing or previous injuries or medical conditions that may affect my safety or participation ability. If I fail to provide this information the staff may not be able to take appropriate action to limit the risk of harm to myself or others onsite. All injuries, accidents, loss or damage, must be reported by the customer to the proprietor **before** the customer leaves the property.
6. The **CUSTOMER** understands and acknowledges the dangers associated with the consumption of alcohol or any mind altering substance before or during any of the described activities, and the **CUSTOMER** accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind altering substances. I understand that I will be required to physically exert myself & that it is possible I could injure myself during these activities. I warrant that I will not participate whilst affected by drugs, or & alcohol, and that doing so will remove any & all liability & responsibility from Planet Mud Outdoor Adventures and its staff.

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- The **CUSTOMER** agrees with the **PROPRIETOR** that the **CUSTOMER** will obey & will comply with all rules and directions made or given by the **PROPRIETOR** in connection with the described activities. If a **CUSTOMER** fails to comply with the **PROPRIETORS** rules & or directions, the **CUSTOMER** will not be permitted to continue the described activity, & no refund will be given. The **CUSTOMER** agrees to indemnify the **PROPRIETOR** against all claims made by any other person against the **PROPRIETOR** in respect of any injury, loss or damage, arising out of or in connection with the **CUSTOMERS** failure to comply with the **PROPRIETORS** rules and or direction
- The **CUSTOMER** agrees & acknowledges that they are not a under the Firearms Act and agree to pay for any & all repairs to equipment supplied in the event of an act that damages any of the activity equipment either accidentally or on purpose.
- I agree that images taken of myself/child within the ground of the site may be used for marketing & publicity purposes. Under no circumstances will the images be used for any other purpose.

Initials

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TO BE COMPLETED BY PARTICIPANT

FULL NAME DATE OF BIRTH AGE

STREET ADDRESS SUBERB STATE PCODE

PHONE NUMBER EMAIL ADDRESS

MEDICAL CONDITIONS

- WHERE PARTICIPANT IS OVER 18 YEARS OF AGE**

I ACKNOWLEDGE THAT I HAVE READ THIS FORM IN ITS ENTIRETY, & THAT I HAVE HAD ANY QUERIES OR QUESTIONS REGARDING THE FORM EXPLAINED TO ME. WHICHEVER OF THE ACTIVITIES I UNDERTAKE AT PLANET MUD OUTDOOR ADVENTURES, I FULLY UNDERSTAND & ACCEPT THE TERMS & CONDITIONS OUTLINED AND GIVE UP SUBSTANTIAL RIGHTS BY SIGNING THIS FORM. I SIGN IT FREELY & VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME & INTEND MY SIGNATURE TO BE A COMPLETE & UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THIS WAIVER WILL BE BINDING ON MY HEIRS, NEXT OF KIN, EXECUTORS & ADMINISTRATORS AND SHALL BE GOVERNED IN ALL RESPECTS BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF VICTORIA.

SIGNATURE DATE

- WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

I, BEING THE PARENT / GUARDIAN OF THE ABOVE NAMED PARTICIPANT HEREBY CONSENT TO MY/THIS CHILD PARTICIPATING IN THE ACTIVITIES NAMED IN THIS FORM & AGREE TO ABIDE BY THE RULES ANNEXED TO THIS FORM. I CONFIRM THAT I HAVE READ & UNDERSTOOD AND EXPLAINED TO THE PARTICIPANT THIS WAIVER PRIOR TO SIGNING IT, & AGREE THAT THIS AGREEMENT WILL BE BINDING ON MY (& THEIR) HEIRS, NEXT OF KIN, EXECUTORS & ADMINISTRATORS. I AGREE THAT THIS WAIVER SHALL BE GOVERNED IN ALL RESPECTS BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF VICTORIA.

SIGNATURE (PARENT / GUARDIAN) DATE



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