



Parental Liability Release and Voluntary Assumption of Risk

Please read this:

This is to advise you of some of the potential risks involved in attending a program at the Nymboida Canoe Centre and how your child/children will be expected to behave. Nymboida Canoeing Ltd (NCL), the operator conducting these activities has procedures in place to ensure that these activities are both safe and enjoyable for all. There are risks in everything we do in life – driving a car or air travel involves considerable risks. NCL has strategies in place to manage risks and this document is part of our risk management system. You need not be alarmed by this document, as it is now a fact of life that we need to inform you of the potential risks, as remote as they might be. When you sign below you are not affecting your rights as a consumer or your right to sue. Likewise NCL cannot avoid its liability for acts of gross negligence or statutory duty by virtue of you signing this document. However your child/children will be unable to participate in the activities unless we receive this release and when you sign this document you are certifying that you have consented to the risks (however remote) involved.

Please complete

I,(Name)

The parent/guardian of(1st child)
.....(2nd child)

of (Address)

I certify that I have read, carefully considered, and understand all 16 sections below and I hereby consent to my child/children participating in the planned activities and my signature attached affirms this.

- 1) I accept that NCL is conducting a business and is therefore concerned at the growing number of legal actions in the case of an accident and the tendency to blame others for their own mistakes. I accept that NCL wants to explain in writing these legal concerns so I can consider them individually and accept or reject this contract in total.
- 2) That the low ropes activity involves certain inherent risks, as do canoeing, kayaking and other NCL organised activities and these risks can never be completely eliminated. I believe that NCL is attempting to create an environment in which my child/children can experience and grow through a range of activities. These activities promote interaction with others and can be very useful in childhood development. I acknowledge that NCL has an obligation and duty of care to assess the risks and formulate a system to minimise and control those risks.
- 3) That the risks referred to above in (2) could involve injuries requiring medical treatment or assessment. I realise that NCL does not want any such accidents but despite the best planning accidents can happen. In such an event NCL will arrange for and transport to such treatment at your expense.
- 4) That activities conducted by NCL are conducted at sites that are remote from medical assistance or a hospital. This area allows for contact with nature but is at least 40 kms from the nearest hospital or medical support, bearing this in mind I am still allowing my child/children to be part of the planned activities.
- 5) That low ropes, canoeing, kayaking and other NCL organised activities require a degree of physical effort and the need to attempt something different. In some children this may promote some degree of panic or unnatural breathing. Children unsure in or afraid of water, low ropes or other NCL physical activities will be encouraged

to, but in no way coerced to participate if they are unwilling or physically unable to do so.

- 6) That equipment used can occasionally malfunction. All equipment and boats NCL uses are regularly checked and maintained and is again visually inspected prior to any activity so that any faulty item will not be used. I accept that despite these precautions equipment may still fail.
- 7) That low ropes, canoeing, kayaking and other NCL organised activities are conducted in the outdoors and may involve exposure to the elements including but not limited to storms, wind, sun, fallen trees and snakes and spiders. All these involve some risks and that NCL can't control the weather or animals. I accept that should my child or other child/children provoke an animal it may try to retaliate as a form of protection if it is not allowed to move away. I will also make certain that my child/children bring warm, sun protective clothing and suitable footwear as specified in the mail out.
- 8) That the planned activity will provide only a safe introduction but will not make them competent in low ropes, canoeing or kayaking. I accept that prior to any similar activities in the future they will need further supervised training to become competent.
- 9) That the enjoyment and excitement of the activities planned is derived in part from the inherent risks involved in participation in an activity where the risks are greater than the usual level of safety at home or at school.
- 10) I state that my child/children will listen to any directions and advice of those in charge of the activities. I understand that if my child/children does/do not listen or heed these instructions injuries could result. Safety instructions given by those in charge will be concise and in simple and easily understood terms. Should my child/children deliberately or repeatedly not follow any safety instructions I accept that the NCL can remove my child/children from the activity, with no entitlement for a refund.
- 11) I state that my child/children have no known medical condition that could place them at any additional risk in the planned activities (eg heart problems, brittle bones). I also state that my child/children do not have any contagious diseases that could place others in the activity at risk. I realise that airborne diseases/bacteria or body fluids (eg spitting) can cause illness in my child/children. I also state that I have or will advise those in charge of any prescription or other medical requirement my child/children may require.
- 12) I state that my child/children will be respectful of those in charge and not interfere or disrupt any activity. I accept that NCL may remove any child who is abusive, disruptive or creating a risk to others and I will not be entitled to any refund.
- 13) I accept that safety rules are meant to protect and prevent injury. Should my child/children need medical assistance as a result of their own carelessness or deliberately ignoring any safety instruction, I agree to pay any costs incurred and authorise any medical treatment or transport required to assure their health and safety.
- 14) NCL have advised me of the risks associated with low ropes, canoeing, kayaking and other activities conducted at and around the Nymboida Canoe Centre and to the maximum the law allows release and hold harmless NCL its principals staff and agents from any claim or legal action as a consequent of participation in an NCL activity.
- 15) Nothing in this contract limits my rights under the Trade Practices Act (Commonwealth) 1974. Nor can allow NCL avoid liability for acts of gross negligence and my right to sue or any special liabilities imposed by statute.
- 16) I finally acknowledge that this document may be relied on in the event of any court proceeding by me or my heirs, executors and assigns.

I state that I am legally able to sign this release and I understand that this is a contract. I have carefully read and checked the contents of this parental release and assumption of risk and I am signing it of my own free will.

Signature of Parent/Guardian **Date**