

**LIABILITY WAIVER FORM**  
**EXCLUSION OF CERTAIN RIGHTS TO SUE**



The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgement of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for reasonably be expected to achieve the result you have made known to the Provider.

**Name and address of Provider:**

K7 KOSCIUSZKO ADVENTURES PO BOX 593 JINDABYNE NSW 2627

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of other people in his or her care and control.

**Description of Recreational Services:** Rock climbing, abseiling, via ferrata, bushwalking, caving, cross country mountain biking, cross country skiing, ski touring, snow climbing, ice climbing, caving, photography tours, avalanche training and accreditation, nordic ski instruction.

**Steps taken by K7 Kosciuszko Adventures to avoid the danger of personal injury or death:**

**EXAMPLES OF RISK CONTROLS:** Weekly equipment inspections, trained staff, staff participant ratio compliant with the Industry standards, adherence to industry codes of practice and activity standards, emergency procedures in place; contingency plans in place for emergencies; all staff qualified in first aid, communications procedures in place.

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

**Declaration and signature**

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

**Signature/s of Participant/s**

**Date**

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**Printed Name/s**

**email address**

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**Signature of Legal Guardian (if participant is U/18)**

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**I consent for the use of any images / movies / media of myself / people in my care by K7 Adventures** YES / NO

By completing the attached Medical History Form you are supplying K7 Kosciuszko Adventures with personal information about yourself. This information is needed to ensure your safety during your time with us. K7 Kosciuszko Adventures is required to collect this information by our insurance company and by the Department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose.