**ACTIVITY WAIVER & RELEASE**

**THIS ACTIVITY WAIVER & RELEASE** (this “Agreement”) dated this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_

BETWEEN:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (the “Participant”)

 OF THE FIRST PART

 AND

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (the “Activity Provider”)

 OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable considerations, the receipt of which is herby acknowledged, the parties to this Agreement agree as follows:

**CONSIDERATION**

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant’s participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this agreement.

**DETAILS OF ACTIVITY**

1. The Participant will participate in the following activity:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONCURRENT RELEASE**

1. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant’s spouse, heirs, executors, administrators, legal representatives and assigns.

**FITNESS TO PARTICIPATE**

1. The Participant acknowledges that it is their responsibility to consider their own safety in relation to the activity in question, and to disclose any circumstance (e.g. medical condition) that could impact their safety and wellbeing.

**FULL and FINAL SETTLEMENT**

1. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
2. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevents from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.
3. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
4. The Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

**GOVERNING LAW**

1. This Agreement will be governed by and construed in accordance with the laws of the [INSERT RELEVANT STATE – E.G. SOUTH AUSTRALIA].

**EMERGENCY CONTACT**

1. Participant

Emergency contact name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signature under hand and seal on this

\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Activity Provider WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal) Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Participant) Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_