

Risk Warning and Waiver of Liability

Name of Provider ¹	New South Wales Canyoning Association (“NSWCA”)	
Address of Provider	State:	Postcode:
Name of Participant		
Address of Participant	State:	Postcode:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities²:

My attendance at the Australian Canyoning Festival, held at the Mount Wilson Community Hall and surrounding areas including lookouts and bushland. Activities include attending and participating in workshops, presentations, competitions and other activities held in relation to but not limited to canyoning, rope access, remote first aid, navigation, guiding and trip leaders, self-rescue, complex mechanical rescue systems, exploring anchors and rigging anchors in canyons.

Risk Warning

The festival deals with Canyoning which is a dangerous activity that can result in serious injury or death. Neither the New South Wales Canyoning Association (the “NSWCA”), nor any of its members, shall be held liable for any improper or incorrect use of the training, advice, instruction and/or information received at the Australian Canyoning Festival (“the Festival”), and the NSWCA assumes no responsibility for your use of the instruction and/or information. In no event shall the NSWCA be liable for any damages, including but not limited to direct, indirect, special, or consequential damages arising out of, resulting from, or in any way connected to the use of the instruction and/or information obtained at the Festival, whether or not based upon warranty, contract, tort, or otherwise, and whether or not injury was sustained by persons or to property.

Canyoning presents inherent risks and hazards, and the workshops and/or information provided at the Festival is not intended in any way to be a substitute for instruction or advice from professionals (guides, medical, rescue personnel, etc). Always seek the advice and supervision of a certified professional before attempting any of the activities, techniques, or skills described herein.

The information, demonstrations and content of the workshops provided at the Festival may not apply to you and your specific circumstances. They are for general information only and are not intended to be a substitute for professional or expert advice, training and instruction. Any workshop, information or presentation at the Festival should not be considered professional or expert advice, training or instruction. Some or all of the presenters may not be trained or qualified to provide professional or expert advice, training or instruction. Many are volunteers and hobbyists themselves. Although the information referred to or shared is believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of the information. Any reliance you place on such information is therefore strictly at your own

¹ Provider includes the officers, volunteers, agents, contractors, franchisees and assigns of the Provider.

² Activities include all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

risk. I acknowledge that the Festival is attended by me only for the purposes of recreation, enjoyment or leisure.

Before making decisions regarding or practicing any activity referred to at the Festival, obtain your own training and professional advice.

I understand that the NSWCA may be endorsed by certain companies and/or third parties. Any opinions, advice, statements, services, offers or content expressed or made available by these third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) are their own and do not necessarily reflect those of the NSWCA.

By signing below, I acknowledge, agree and understand that the risks associated with Canyoning and the workshops / information provided at the Festival. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the *Civil Liability Act 2002* (NSW).

Participant's Warranties

I agree to abide by any of the NSWCA's rules, and any direction or instruction given to me by the NSWCA during the course of the Festival.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the NSWCA or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the NSWCA's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the NSWCA will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the NSWCA, and agree to indemnify and keep indemnified the NSWCA in respect of any such claims.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it feely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____

