



ASSUMPTION OF RISK SIGNATURE FORM

NOTE: Section 60 of the Australian Consumer Law refers to due care and skill (relevant to the instruction, supervision and guidance provided) & Section 61 of the Australian Consumer Law refers to fitness for purpose (relevant to any equipment provided).

1. All reference to the proprietor is deemed as On Belay Climbing.
2. The CUSTOMER must disclose any pre-existing medical or other condition that may affect the risk that either the CUSTOMER or any other person will suffer injury, loss or damage.
3. The CUSTOMER acknowledges that the PROPRIETOR relies on the information provided by the CUSTOMER, and the customer states that all such information is accurate and complete.
4. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol or any mind altering substances before or during the described activity, and the CUSTOMER accepts full responsibility for injury, loss or damages associated with the consumption of alcohol or any mind altering substances; excepting in all circumstances where the provider is found to be negligent.
5. The CUSTOMER agrees with the PROPRIETOR that the CUSTOMER will obey and will comply with all the rules and the directions made or given by the proprietor in connection with the described activity. If the CUSTOMER fails to comply with the PROPRIETORS rules and/or directions, the CUSTOMER will not be permitted to continue with the activity, and no refund will be given.
6. The CUSTOMER understands that there are inherent risks in the activity to be undertaken under the supervision of Paramount and accepts all the risks associated with the activity including the possibility of injury, death, loss or damage; excepting in all circumstances where the provider is found to be negligent.
7. The CUSTOMER agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in respect of injury, loss or damage arising out of or in connection with the CUSTOMER'S failure to comply with the PROPRIETOR'S rule and/or directions; excepting in all circumstances where the proprietor is found to be negligent.
8. The CUSTOMER agrees and acknowledges that, to the extent permitted by law, the PROPRIETOR shall not be liable for any injury, loss or damage suffered by the CUSTOMER or by any person arising from the connection with the CUSTOMERS participation in the activity, whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETORS'S servants or agents. The CUSTOMER hereby releases the PROPRIETOR from all such claims and indemnifies the PROPRIETOR against all claims made by or on behalf of any other persons; excepting in all circumstances where the proprietor is found to be negligent.
9. To the extent permitted by the law the CUSTOMER acknowledges and agrees that all warrants, covenants and stipulations are hereby excluded.
10. All accidents, injuries, loss or damages, including 'near miss' incidents must be reported by the customer to the PROPRIETOR before the CUSTOMER leaves the PROPRIETORS property.
11. If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that the PROPRIETOR may provide evacuation, First Aid and medical treatment at the customer's expense and the CUSTOMER'S acceptance of these terms and conditions constitutes the CUSTOMER'S consent to such evacuation, first aid and/or medical treatment.
12. The CUSTOMER agrees to compensate the PROPRIETOR for any damage or loss that may be caused to equipment while being used in the PROPRIETOR'S business; excepting in all circumstances where the provider is found to be negligent.

ALL SECTIONS MUST BE COMPLETED - PLEASE PRINT CLEARLY

NAME: _____

DATE OF BIRTH: _____

EMAIL: _____

Parent / Emergency contact name & number: _____

By signing this form I acknowledge that I have received & understood the safety briefing for the activity I am about to undertake and that I have read and understand this agreement and agree to all the above

SIGNED _____ **DATE** _____