

# Disclaimer & Waiver

Dated: \_\_\_\_\_

By: (1) Full name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(2) Full name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(I or me)

In favour of: Robert James Saxton, Rob Saxton Adventure Therapy (ABN 71 294 200 908)  
(the **Business**)

Activities: I wish to participate in activities such as bushwalking, bushcraft (wood carving, shelter building, fire lighting), geocaching, fishing, mountain bike riding, canoeing, rock climbing and swimming (the **Activities**) that are offered by the Business

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1. I understand and agree that:

## Awareness of dangers

- (a) the Business will deliver the Activities to the best of their ability;
- (b) I am aged 18 years or over and am legally competent to sign this agreement, or my parent or legal guardian has signed this form to consent to my participation.
- (c) I have been advised of the risks of participating in the Activities. I wish to participate and do so entirely at my own risk of injury or bodily harm to myself.
- (d) I am medically and physically fit to participate in these Activities and must disclose any pre-existing medical condition prior to undertaking the Activities. I understand that the Activities involve risks that may cause various injuries and that such injuries may result in death or serious disability. I also understand that the Activities are physically demanding and in susceptible people may cause panic, hyperventilation or heart attack.
- (e) the information provided by me to the Business relating to my personal contact and financial information, and any medical condition and physical or mental health issues will be true and accurate;
- (f) if an injury does occur, I consent to any first aid and and/or medical treatment which may be necessary;
- (g) I will follow any and all instructions provided by the Business for the safety of myself and others and will not engage in any reckless or negligent behaviour which may affect the safety of myself or others;

## Participation

- (i) the Business does not promise any positive outcomes, including but not limited to the improvement of mental health;
- (j) the Business is not a therapist, and anything discussed should not be considered talk therapy, nor is it intended to be;
- (k) the services provided by the Business are limited only to the Activities and nothing further;

- (l) the technology used in delivering the Activities is not always secure and I accept the risk that the information exchanged in emails, text messages, phone calls or any other means of communication may not always be private or confidential;
- (m) by participating in the Activities, I have accepted the terms and conditions contained in this document;
- (n) If I elect to not participate in the Activities, I will still be liable for payment, as outlined in the Business cancellation policy - <https://robsaxtonadventuretherapy.com/website-t%26cs>.

### Indemnity

- 2. I hereby release the Business and all employees, its agents, successors, assigns, personal representatives, executors, heirs or any other persons involved in my participation in the Activities from any suit, demand, action or claim for compensation whether for personal injury or damage to property arising from my participation. This clause survives completion of the Activities.
- 3. This deed poll and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.
- 4. This deed poll will continue in full force and effect indefinitely unless and until it is terminated by mutual agreement between the parties.
- 5. An undertaking, warranty, agreement, representation, provision or obligation in this deed poll that is made or given by, or which applies to, a Client, is deemed be made or given by, or apply to, as the case may be, each and all of the Clients.

\* \* \* \*

**EXECUTED** as a deed poll.

Signed, sealed and delivered by the Clients and witnessed:		
Full Name	Signature	Date