

**PARENT/GUARDIAN’S ACKNOWLEDGEMENT OF RISK FORM INCLUDING WAIVER, RELEASE & INDEMNITY**

This is an important document which affects your legal rights and obligations and those of the Minor for whom you are responsible. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the Business.

The Minor: .....

Address of the Minor: .....

The Parent/Guardian: .....Relationship of the Parent/Guardian to the Minor: .....

Email Address of the Parent/Guardian: .....

Telephone No. of the Parent/Guardian: .....Medicare Number.....

Emergency Contact Name and Phone Number/s.....

The Business: *Zany Yare Lower Blue Mountains Youth Circus*

The Activity: *General Circus Class; Aerial Acrobatics (solo or double trapeze, static trapeze, web, tissu, aerial ring) Stilt Walking, Prop Manipulation, Clowning, Unicycle, acrobalance, handstands, tumbling, juggling, rope, spinning plates, diabolo, hula hoops, hoop, diving, pyramids, cloudswing, unicycle, contortion, mini trampoline, devil sticks, stilts, slapstick, clowning and physical comedy, flexibility training, strength building, exercises, games, and other physical activities.*

The Risks of the Activity : *The intended activities that make up the Activity (as referred to above) are inherently dangerous and may result in serious personal injury (including permanent disability) and/or death and/or property damage.*

Medical Disclosure: *(fully set out the participant’s medical or other conditions that may be relevant to the performance of the Activity)*

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**ACKNOWLEDGMENT**

1. I acknowledge that:

- (a) I am a parent or guardian of the Minor.
- (b) The Minor is being supplied with a recreational service by the Business.
- (c) The Activity is a dangerous recreational activity which involves a significant risk of physical harm.
- (d) The Minor may be injured in performing the Activity.
- (e) The Minor’s personal property may be lost, damaged or destroyed in performing the Activity.
- (f) Other people may cause the Minor injury or may damage the Minor’s property in the course of performing the Activity.
- (g) The Minor may cause injury to other persons or damage their property in performing the Activity.
- (h) The natural conditions in which the Activity is conducted may vary without warning.
- (i) The Minor’s participation in the Activity is voluntary and the Minor has not been required by the Business to engage in the Activity.
- (j) The Minor has disclosed any pre-existing medical or other condition that may affect the risk that either the Minor or any other person will suffer injury, loss or damage.
- (k) I have disclosed any pre-existing or other medical condition that may affect the risk that either the Minor or any other person will suffer injury, loss or damage.
- (l) The Business relies on the information provided by the Minor and I and I state that all such information is, to the best of my knowledge, accurate and complete.
- (m) I am aware of the dangers associated with the consumption of alcohol or any mind altering substance, drug or other substance which may impair the Minor’s judgment or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage suffered by the Minor associated with the Minor’s consumption of alcohol, mind altering substance, drug or other substance which impairs the Minor’s judgment, physical ability or capacity to safely participate in the Activity.
- (n) This document records the entire agreement between the Business and the Minor and I in relation to the Activity and the Minor’s participation in it.
- (o) I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to: allow the Minor to participate in the Activity; and sign this document.

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**Signature of Parent/Guardian**

**RISK WARNING**

- 1. I acknowledge that the Minor and I have been warned of the Risks of the Activity.
- 2. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on page 1.

**ASSUMPTION OF RISK**

- 1. Notwithstanding the significant risks of physical harm and injury inherent in the Activity some of which are noted above, I agree to the Minor participating in the Activity at his/her own risk.

**WAIVER, RELEASE & INDEMNITY**

- 1. I agree that the provisions of Section 74 of the Trade Practices Act 1974 (C'th) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
- 2. I agree to release and hold harmless the Business, its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to the minor or his/her property or any other person arising from or in connection with the Minor's participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
- 3. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from the Minor's participation in the Activity. This indemnification extends to all claims made by the Minor and/or any other person against the Business, its servants, employees and agents in respect of any injury, loss, damage or death arising out of or in connection with the Minor's participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

**MISCELLANEOUS**

- 1. The Minor agrees to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if the Minor fails to comply with the rules and/or directions of the Business the Minor may be injured or injure someone else. Further I understand that the Minor will not be permitted to continue the Activity and no refund will given.
- 2. I agree to report all accidents, injuries, or loss damage sustained by the Minor to the Business.
- 3. If the Minor suffers any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

**I ACKNOWLEDGE THAT I HAVE READ THIS FORM. I FULLY UNDERSTAND IT'S TERMS AND THAT THE MINOR AND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.**

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Signature of Parent/Guardian

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Date

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Witness Name

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Witness' signature

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Witness Address

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Date