



CITYSEEKERS

www.cityseekers.com.au

Cityseekers ABN 99645467664

Cityseekers

Participant details		
Surname:		
Name:		
Date of birth:	DD/MM/YYYY	Age:
Sex: (please circle)	Male Female Other	
Address	Suburb: Postcode:	
Phone number (Mob)		
Phone number (Home)		
In case of emergency details		
Emergency contact name (primary) and contact details	Name: Phone: Email: Address:	
Emergency contact name (secondary) and contact details	Name: Phone: Email: Address:	
Medical Conditions/instructions (including medicines carried and instructions if required)		
Allergies (please list details of all known allergies)		



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Casual participant risk acknowledgement form

By signing this waiver I agree to assume the risks of participating in the Cityseekers activity I confirm that I have read and agree to abide by the Cityseekers Rules set out below. I confirm that I am undertaking the activity for the purpose of recreation, enjoyment and leisure.

If I suffer harm on the Cityseekers activity I will not hold Cityseekers, their employees or agents legally responsible for any injuries I suffer. I will not sue Cityseekers, their employees or agents for any claims, costs, damages or liabilities I may have for injury suffered by me. I acknowledge that this waiver represents a legal release and discharge of legal responsibility to Cityseekers, their servants or agents and is provided in consideration for urban discovery activity and other goods and services I have purchased.

I understand Cityseekers requires all relevant information about my health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my or any other participant's safety or that may be exacerbated by participation in the activity. I understand that if I fail to provide this information the staff will not be able to take appropriate action to limit the risk of harm to myself.

I understand I will be required to physically exert myself and that it is possible I could injure myself during this activity. I warrant that I will not participate in the activity whilst affected by drugs and alcohol, and I understand that participation after the consumption of drugs or alcohol will remove any and all liability and responsibility from Cityseekers and its staff.

Parent/Guardian signature for participant UNDER18 years of age

I, being the parent or legal guardian of
(participant name), hereby consent to my child participating
in the Activities and agree to abide by the Rules outlined below.

I confirm that I have read and understood and explained to the participant, this waiver prior to signing it and agree that this agreement will be binding on my (and their) heirs, next of kin, executors and administrators.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

SIGNATURE: _____ **Date:** ____/____/____



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WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Cityseekers Rules

Participants are to:

- follow the directions of the Cityseekers Leader/supervisor.
- treat all people and places involved in the activity with respect
- not to drink alcohol or take drugs prohibited by law before

Any misconduct or refusal by a participant to follow direction of the leader/supervisor that places other people at risk of harm will result in the cancellation of my fee and the immediate contact of the nominated parent/guardian to collect them immediately wherever that may be.