

SCA DEED OF ACKNOWLEDGMENT, RELEASE & INDEMNITY (ADULT)

In exchange for being allowed to participate in the Activity you acknowledge and undertake to SCA that:

- 1 You have read and agree to this document and the attached terms and conditions of the relevant promotion.
- 2 The Activity is dangerous. There is a risk You will suffer injury, death or property damage.
- 3 You participate in the Activity at your own risk.
- 4 You must ensure You are physically fit and healthy enough to safely do the Activity.
- 5 Nothing in this document excludes any term or guarantee which, under statute, cannot be excluded. E.g. You may have rights under consumer guarantees in the *Competition and Consumer Act 2010* (Cth) (the "**Act**").
- 6 You acknowledge that SCA has allowed the Activity to proceed in reliance upon your entry into this Deed and You warrant that all of the information given by You in this Deed is true and not misleading.
- 7 You must inform SCA should You feel in any way uncomfortable during the Activity.
- 8 You acknowledge that You have not relied upon any expertise, representation or statement of SCA in choosing to participate in the Activity.
- 9 You must comply with all directions from SCA or any other entity associated with conducting the Activity in relation to your participation in the Activity. You understand that You can withdraw from the Activity at any time.
- 10 You must ensure that You are not affected by alcohol, medication or drugs that would render your participation in the Activity dangerous to the wellbeing of any other person.
- 11 You warrant that:
 - (a) You have no illness, disorder or injury that might be exacerbated by the Activity or might render participation in the Activity dangerous to the wellbeing of any person; and
 - (b) You are aged 18 years or over
- 12 You understand and acknowledge that any food served during the Activity has not been prepared by SCA and SCA does not warrant that the food is safe to consume.
- 13 To the extent permitted under relevant statutes, SCA excludes all liability (including, without limitation, in negligence) in relation to the Activity for:
 - (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease; or
 - (d) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm or disadvantage to an individual or the community.
- 14 If the Activity will take place in Qld, ACT, Tas, SA or outside Australia, the exclusion of liability in clause 13 will not apply to significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services.
- 15 If the Activity will take place in Victoria, the exclusion of liability in clause 13 will not apply to death or significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services or caused by the supplier's act of omission done or omitted to be done with reckless disregard for the consequences.
- 16 If the Activity will take place in Western Australia, the exclusion of liability in clause 13 will not apply to death or significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services or to any liability caused by the supplier's act of omission done or omitted to be done with reckless disregard for the consequences.
- 17 If the Activity will take place in NSW or NT, the exclusion of liability in clause 13 will not apply to liability arising under the Act for significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services.
- 18 To the extent permitted under relevant statutes, SCA also excludes all liability (including, without limitation, in negligence) in relation to the Activity for any other loss, damage or liability You may suffer.
- 19 You will indemnify SCA for any legal liability SCA has to any third party (including, without limitation, in negligence) arising in connection with You doing the Activity.
- 20 If any provision of this document is unlawful or unenforceable, the other provisions continue in effect.

SCA DEED OF ACKNOWLEDGMENT RELEASE & INDEMNITY (ADULT)

21 If the Activity is taking place in South Australia, clauses 22-27 apply.

EXCLUSION OF LIABILITY UNDER SOUTH AUSTRALIAN LAW

22 Your rights

Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies You with services (including recreational services (defined in clause 26 below)), there is:

- (a) a statutory guarantee that those services will be rendered with due care and skill; and
- (b) a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

23 Excluding, restricting or modifying your rights

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by You or another person for whom or on whose behalf You are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude the supplier's liability with the result that compensation may not be payable if You or the third party consumer suffer personal injury (defined in clause 26 below).

24 Important

You do not have to agree to exclude your rights by signing this form.

The supplier may refuse to provide You with the services if You do not agree to exclude your rights by signing this form.

Even if You sign this form, You may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

25 Agreement to exclude, restrict or modify your rights

You agree that the liability of SCA for any personal injury that may result from the supply of the recreational services that may be suffered by You or a person for whom or on whose behalf You are acquiring the services is excluded.

26 Definitions

Recreational services are services that consist of participation in:

- (a) a sporting activity or similar leisure-time pursuit; or
- (b) any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Personal injury is bodily injury and includes mental and nervous shock and death.

27 Further information

Further information about your rights can be found at www.ocba.sa.gov.au

28 If the Activity is taking place in Victoria, this clause 28 applies.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012: Under the *Australian Consumer Law* (Vic), 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:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which You, either expressly or by implication, make known to the supplier; and
- (c) 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

SCA DEED OF ACKNOWLEDGMENT RELEASE & INDEMNITY (ADULT)

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*.