

# Explore Our Great Outdoors (EOGO)

## DISCLAIMER - WARNING & RISK WAIVER

### **VOLUNTARY PARTICIPATION AND RECREATIONAL NATURE OF ACTIVITY**

1. Lake Macquarie City Council (Council) and its contractors are running a summer outdoor activity program known as 'Explore Our Great Outdoors'. In this Disclaimer references to "Council" include Council and its staff and Council's agents, independent contractors and volunteers.
2. I acknowledge, agree and understand my activities at, and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program are for my own enjoyment and leisure and are entirely recreational.
3. I agree that I will not engage in activities unless I am medically fit on the day of the planned activities and further agree that if I elect to engage in such activities I do so at my own risk.

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### **RISK WARNING PURSUANT TO SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)**

4. I acknowledge, agree and understand that:
  - I have been warned that I am at risk of suffering personal injury arising from or in connection with my activities at, and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program. The risk of personal injury extends to physical or mental injury (including aggravation, acceleration or recurrence of any physical or mental injury) including but not limited to friction burns, whiplash, abrasions, bruising, damage to teeth, insect and animal bites and stings, muscular injury, motion sickness, sunburn, dehydration, splinters, loss of consciousness, and broken bones together with soft tissue injuries generally.
  - The risk of personal injury that I may suffer may arise from or be connected to contact or collision with natural surfaces or with another participant, weather conditions including rain, wind, lightning, heat and cold, slipping and tripping hazards on uneven surfaces, the acts and/or omissions (including negligent acts and/or omissions) of other participants, incorrect use of equipment and accessories provided and failure to follow instructions in relation to the activities.
5. I accept and acknowledge all of the risks identified above voluntarily and at my own risk.
6. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in respect of all activities and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program for the purpose of section 5M of the *Civil Liability Act 2002 (NSW)*.

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### **WAIVER**

#### ***General waiver***

7. I acknowledge, agree and understand that I waive my rights to take legal action or make any claim against Council:
  - for breach of contract (including any express or implied warranty that any recreational services will be provided with due care and skill); or
  - for negligence arising from, or in connection with, my activities at, and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program.

*Waiver in relation to recreational services to which the Australian Consumer Law applies*

8. I acknowledge that:

- it is possible for a supplier of recreational services to ask me to agree that the statutory guarantees under the Australian Consumer Law (ACL) (which is Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), do not apply to me; and
  - to the extent permitted by Law, I agree to waive my rights to take legal action or make any claim against Council (should it or its agents, contractors and/or employees be deemed a supplier for the purposes of the ACL) because the recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth)) were not performed in accordance with the statutory guarantees, in particular the guarantees as to due care and skill and as to fitness for a particular purpose, and as such I acknowledge such statutory guarantees are excluded.
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#### **RELEASE AND INDEMNITY**

9. To the fullest extent permitted by Law, I:

- release now and will continue to release Council from all legal action or any claims that I may have or may have had or may in the future have but for this release arising from or in connection with my activities at, and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program; and
  - indemnify and will keep indemnified Council in respect of any legal action or any claims by any other person:
    - arising from or in connection with my activities at, and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program; or
    - against Council in respect of any injury loss or damage arising out of or in connection with my failure to comply with any rules and/or directions from Council regarding my activities at, and my use of any equipment and accessories provided at, Council's 'Explore Our Great Outdoors' program or my breach of contract or my breach of Law;
  - provided always that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the legal action or any claims is directly caused or contributed to by the grossly negligent act or omission of Council.
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I have read and accept these conditions