

31<sup>st</sup> October, 2017

## Enchanted Adventure Garden (Tree Surfing) Grade 2 – Friday, 15<sup>th</sup> December, 2017



Dear Parents,

At the end of the year we like to take our children on an 'Adventure Fun Day' to celebrate the end of their time in Grade 2. This year we are going to 'The Enchanted Adventure Garden' at Arthurs Seat.

The children will participate in tree surfing, exploring mazes, bush adventure scramble and tube sliding. There are 2 tree surfing courses – one is a Nippers course for children under 135cms and the other course is a Grand course for children over 135cms. They will participate in the appropriate course.

We will be travelling by bus **and leaving school at 8:30am (students need to be at school at 8:00am please) and will be returning to school by 3:30pm.**

The students will need – playlunch, lunch and drinks for the day. **Students must wear a school t-shirt, shorts, runners and school hat. Please note, skorts are not appropriate for this activity, so if your child does not own school shorts, they may wear other appropriate shorts.** Please apply sunscreen in the morning.

**The cost of this excursion is \$48.00.** (Please note this is covered by the Excursion Levy.) Please return the 2 permission forms and payment by Friday, 24<sup>th</sup> November, 2017. No late payments or forms can be accepted.

**Thank you so much!**

Yours sincerely,  
GRADE 2 TEACHERS

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### Enchanted Adventure Garden (Tree Surfing) - Grade 2 Friday, 15<sup>th</sup> December, 2017

(Please return permission forms and payment by Friday, 24<sup>th</sup> November, 2017)  
No late forms or payments can be accepted

My child ..... Grade.....has my permission to attend the Enchanted Adventure Garden excursion on Friday, 15<sup>th</sup> December, 2017.

- I enclose \$48.00 for full payment
- I have paid the excursion levy

I authorise the teacher in charge to consent where it is impracticable to communicate with me, to my child receiving such medical or surgical treatment as may be deemed necessary. I accept all operations, blood transfusions and/or anaesthetic risks involved and the responsibility for payment of any expenses thus incurred.

Name and phone no. during the day: ..... ☎: .....

I am able to assist on this excursion

Parent / Guardian's signature: ..... Date: .....

**Medical Condition details:**

Please tick if your child suffers with the following Medical Conditions:-

- Asthma
- Allergies (please specify) .....
- Other .....

**Credit Card Payment**

Card Account No.

[ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] [ ]
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Please charge my:

- Master Card
- Visa

Expiry Date: [ ] [ ] / [ ] [ ]

Signature: .....

Name ..... Telephone No.....

**Amount: \$48.00**

**Maze Property Holdings Pty Ltd, as trustees for the The Savage Family Trust  
Trading as: The Enchanted Maze Garden & Tree Surfing Australia**

ACN 31270558664

**Ropes Course**

INDEMNITY & RELEASE

1. In consideration of the acceptance of my application form and fee to Tree Surfing Australia and/or The Enchanted Maze Garden, I acknowledge that I have read and understood the terms of this Indemnity and Release and agree to be bound by the terms of same.
2. I will wear the safety equipment and climb with a high due regard to my personal safety and the safety of others including person and property.
3. I am competent to use the harness and belay equipment of the style provided.
4. I will follow any reasonable instructions from Tree Surfing Australia and/or The Enchanted Maze Garden and their staff.
5. I acknowledge that in climbing through a ropes course and its challenges there is inherent risk involved. I understand, accept and voluntarily assume any such risks involved with this activity.
6. If I am in breach of the terms of entry, I agree to recompense the appropriate party/s for all loss and damage (including legal fees) arising out of such breach, including any damage to the party's reputation.
7. I attest and verify that I am physically fit and able to participate in the stated activity and that I have not been advised by a qualified medical practitioner not to participate.
8. I agree to abide by all the rules, regulations and instructions given from time to time, governing this activity. I understand that the maximum weight limit is 120kg and the minimum height is 135cm and that minors must be supervised by a responsible adult. I acknowledge that by not following these height and weight restrictions I may place myself or my child at risk of personal injury for which I will be responsible.
9. I agree that if the staff at Tree Surfing Australia determine, in their absolute discretion, that my conduct in participating in the ropes course has or is likely to cause injury to myself, others, damage to any property, or create a nuisance during my participation in any activity, they may cancel my participation in the activity and my entry fee may not be refunded.
10. The event has a privacy policy and the information I have provided on this form is necessary for the conducting of this activity and will only be used for the purpose of conducting this activity.
11. I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, statements or otherwise, without payment or compensation.
12. I have voluntarily entered into this agreement and have read, understood and acknowledge the terms of entry including the warning, exclusion of liability, release, indemnity and information provided elsewhere in the application form.
13. Except where provided or required by law and as such cannot be excluded, I agree that it is a term of my acceptance of my application form and fee (if accepted) that for myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby:

(a) waive and release all legal claims, suits and demand that I may have against The Enchanted Maze Garden and Tree Surfing Australia its corporate proprietors, officers, directors, members, volunteers, employees, agents, sponsors, stakeholders, other participants, and any other persons arising out of or in respect of my involvement or participation of my activities conducted on the property of The Enchanted Maze Garden and Tree Surfing ("the releases") including any and all claims for damages caused by negligence or otherwise, arising out of my participation in the activities, together with any costs including legal fees that may be incurred as a result of any such claim whether valid or not; and costs including legal fees that may be incurred as a result of any such claim whether valid or not; and

(b) indemnify and hold harmless the releases and each of them against any such claim that I or my guests or any one or more of my executors, administrators, heirs, next of kin, successors or assigns may have or assert and against any costs including legal fees with respect to such claims.

**Fair Trading (Recreational Services) Regulations 2004 (SR NO 34 OF 2004)**

Schedule 2

Warning under the Fair-Trading Act 1999

Under the provisions of the **Fair-Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions 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
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair-Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair-Trading Act 1999** if you are killed or injured because the services were not rendered with due care or skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

I hereby acknowledge that I have read, understood and accept this agreement.

.....  
[print name]

.....  
[print address]

**Signature**..... **Date Signed**.....**Date of actual Activity**.....

(Please note: you personally must sign this agreement).

**DECLARATION FOR MINORS**

If you are under 18 years at the time of entering the Event, this declaration MUST be signed by your parent or guardian.

I, ..... of ..... certify that I am the parent/guardian of (.....) who will be (.....) years of age on the day of participation of the activity. In consideration of Tree Surfing Australia and The Enchanted Maze Garden accepting the minor's application to participate in the activity, I agree to indemnify and shall keep indemnified Tree Surfing Australia and The Enchanted Maze Garden, their corporate proprietors, employees and agents in respect of any losses they or any of them may suffer as a consequence of any claim/s by the Minor and to the same extent as any other participant indemnifies Tree Surfing Australia and The Enchanted Maze Garden pursuant to the Release and Indemnity detailed above.

**Signature of Parent/Guardian:**..... **Date:**.....