

“Swing Into Life” School or Independent School Program

L&F GROUP PTY LTD (ACN 161 233 914) trading as B.FIRM & KidsFirm

Assumption of Risk, Waiver of Liability and Indemnity Agreement



**Parties**

Released Parties include L&F Group Pty Ltd T/A B.FIRM and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers and volunteers.

Releasing Parties include the participant and any legal or personal representatives or anyone else who might claim or sue on participant’s behalf.

**Assumption of Inherent Risks**

The “Swing Into Life” and Independent School Programs to be held at the B.FIRM Outdoor Activity Centre located at Symonston, Canberra (The Program), challenges participants physically and mentally. Some activities may include obstacle negotiation, carrying heavy objects, running, crawling, climbing and physical exercise and activity. Activities are held outdoors in varying weather conditions.

Whilst all reasonable care will be taken, I acknowledge that there is inherent risk which cannot be eliminated completely, regardless of the care and precautions taken by L&F Group Pty Ltd, when participating in The Program.

I understand that it is my responsibility to consult with my medical practitioner prior to participating in The Program and that I am participating with full knowledge of my physical and mental capabilities and that my participation is not contrary to any advice received from my medical practitioner.

I understand for any overnight stay, I will be overnighing at the B.FIRM Outdoor Activity Centre.

I understand that should I feel unable to complete any physical task, for whatever reason, at or during The Program, that I should advise B.FIRM staff or teachers and refrain from participating in that task.

I grant full permission to B.FIRM and its partners, to film, videotape, record and photograph and to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of The Program for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

**Waiver of Liability**

I understand fully the inherent risks involved at The Program and am willingly and voluntarily participating. I hereby assert that I knowingly assume all of the inherent risks of The Program and its activities and take full responsibility for any and all damages, liabilities, losses or expenses that i may incur as a result of participating at The Program.

I hereby waive L&F Group Pty Ltd and other released party from any and all claims resulting from the inherent risks of The Program or Ordinary Negligence of L&F Group Pty Ltd or other released party that I may have arising out of my participation in the Program at the outdoor activity centre.

**Acknowledgment of Understanding**

I have read this Assumption of Inherent Risk and Waiver of Liability and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to Ordinary Negligence of L&F Group Pty Ltd (and other released party) or the Inherent Risks of the Program and activity, to the greatest extent allow by law.

Participant Name: \_\_\_\_\_

\*\*Date of Birth: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* For participants under the age of 18, their Parent or Guardian must sign.**

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_