

Participant Name:

Title of services / program:

NQX26 Rafting Building

Consent:

- I understand that elements of the program are physically, socially and emotionally demanding. The program may include participation in outdoor and adventure-based activities conducted in a range of near and remote locations.
- **I understand that certain risks and dangers will exist such as (but not limited to) loss or damage to personal property, injury or fatality.**
- I acknowledge that while the staff will make every reasonable effort to minimise risks, not all dangers associated with the activities can be foreseen. I accept the fact that, while the staff are skilled and experienced, they cannot guarantee my safety since some risk are beyond their control.
- I have a personal responsibility to follow safety guidelines established by the staff and I will inform them if I do not understand what is expected of me. I am aware that if I choose not to continue the activity for any reason, I can discuss this with the staff. I can expect the staff to value my choice and encourage responsible decision-making. I understand that while every effort will be made by staff to allow me to exit the activity, my choice cannot put other participants at risk. I understand that non-identifiable program evaluation data may be collected as part of the program. This data may be used in reports.
- I am sufficiently fit to participate in this program. I agree to notify the program staff of any changes to my health and fitness, which may occur before, or during the program. Should I become ill or injured, I give my consent to the staff to provide or arrange for provision of medical treatment or rescue services as they see fit. I agree to pay for any such treatment or medical advice if such costs are incurred.

Waiver, Release, Assumption of Risk, Hold Harmless, and Indemnification Agreement

I, for my child or myself sign this Waiver and Assumption of Risk in consideration of the opportunity to participate in Gather and Gain activities. I represent that I am the parent or legal guardian of the participant(s) named below, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf.

I am aware there are inherent risks associated with participation in Gather and Gain activities and I, on behalf of myself and the participant(s) named below, knowingly and freely assume all such risk, both known and unknown. To the extent permitted by law, I hereby release, waive and give up any and all claims, known and unknown, that the child or I may now or later have against Gather and Gain, it's owner(s), director(s), employee(s), volunteer(s), contractor(s) or representative(s) related to any act, omission, statement or occurrence during or related to Gather and Gain activities. Claims forever released by me and the child include, without limitation, liability for direct, indirect, vicarious consequential and incidental loss, personal injury, death, economic loss and other damage of every kind wherever or however it may occur out of or related to our participation in any and all Gather and Gain activities. I, for myself or my child and on behalf of my or their heirs, assigns, personal representatives and next of kin, hereby hold harmless, release, waive and indemnify Gather and Gain, its owner(s), director(s), employee(s), volunteer(s), contractor(s), representative(s), equipment manufacturers and sponsoring agencies, property managers/owners for all liability, for risks known or unknown, even if arising from negligence or breach of duty (whether statutory or otherwise) from other participants, directors, employees or volunteers.

Warning of Assumption of Inherent Risks

I, for my child or myself, certify that I fully understand what's involved in participating in Gather and Gain activities. I assert that my child and/or I am/are willing and voluntary participants. I understand that participation in these activities involves an inherent risk of injury or death. I, for my child or myself assert that I am aware of and knowingly assume all of the risks of the activity and take full responsibility for any and all damages, liabilities, losses or expenses that I/we incur as a result of participating in Gather and Gain activities. In short, I and/or my child are participating entirely at my own risk and agree to hold harmless, defend and indemnify Gather and Gain from any and all claims made by me (and/or my participating child) arising from any injury (physical, mental, aggravation of an existing injury or otherwise) or death that arises from my, or my child's participation in Gather and Gain activities.

I, for my child or myself certify that the participant(s) is/are physically able to participate in Gather and Gain activities.

I, for my child or myself agree to follow the safety instructions provided and acknowledge that failure to do so may result in withdrawal from Gather and Gain activities.

Each participant must have a consent and waiver form signed by a parent/legal guardian or designated representative of parent/legal guardian if under 18 years of age or signed by themselves if age 18 or over. If a consent and waiver is not signed, the participant(s) will not be able to participate in Gather and Gain activities.

Each participant must have an about us **or Stand Firm Adventures medical form**, signed by a parent/legal guardian or designated representative of parent/legal guardian if under 18 years of age or signed by themselves if age 18 or over. If an about us **or Stand Firm Adventures medical form** is not signed, the participant(s) will not be able to participate in Gather and Gain activities.

One consent and waiver form can be completed for multiple members within a family, however each family member must complete a separate about us **or Stand Firm Adventures medical form**. By signing here I acknowledge that I have read and understand the Gather and Gain liability waiver, and give permission for my child or myself to participate in Gather and Gain activities. I am also aware that a copy of that waiver is available to me upon request.

Behaviour Policy:

We strive to create a positive and growth-promoting environment on all our programs. Occasionally, participant(s) will choose not to follow our values and thereby put themselves or others at risk. If this is an extreme or ongoing issue, that participant(s) may be sent home. Staff will work from a restorative practice perspective, but if this is needed as a last resort, it will be at the parent/Guardian's expense.