

Edge Experience Waiver of Indemnity

I the participant or consenting adult / guardian, am aware that the sport of climbing, climbing on natural rock features, and the use of climbing equipment pose potential serious risks of injury or death to participants.

I am aware of the intrinsic dangers of the sport of climbing and related activities. I understand that I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that climbing equipment (including but not limited to harnesses, helmets, connectors, rigging equipment, ropes, belays and auto-belays), may break without warning.

I hereby acknowledge and accept notice of the intrinsic dangers of the sport of climbing and related activities, and those dangers or conditions that are an integral part of climbing activities, including but not limited to the possibility of another participant acting in a negligent manner that may contribute to injury to the participant, me or others, such as failing to maintain control over climbing equipment, or other climbers, or not acting within a participant's ability.

I acknowledge that this waiver shall remain valid unless expressly revoked by the participant, or parent or guardian of a minor, in writing, with receipt acknowledged by S.T Solutions Pty Ltd T/a Edge Experience (hereon referred to as Edge Experience). With the knowledge of the foregoing and as an inducement for and in consideration of being permitted to use Edge Experience and related activities, operated by Edge Experience, I do for myself, my spouse, my heirs, executors, administrators and assigns hereby agree to and acknowledge each of the following.

1. The RISK OF INJURY from the activities involved in my participation in Edge Experiences 'Kids school of rock' and my participation in related activities is significant, including the potential for permanent paralysis or death. I understand that climbing and related equipment by its very nature is an inherently dangerous activity and includes risk. This risk includes, but is not limited to, my falling off or from the rock face and hitting the ground, damaged rock faces, injuries caused by people, or any of the equipment used in climbing, whether permanently or temporarily in place; rope stress, abrasion and entanglement, injuries resulting from falling climbers, dropped items or falling objects; failure of ropes, knots, belays, auto-belays, slings, harnesses, anchor points or any other part of the Climbing system.

2. I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS, including but not limited to the risk of bodily injury, death or property damage, both known and unknown, except those arising from the gross negligence of those persons released from liability below, and I assume full responsibility for my participation in Edge Experience's 'kids school of rock'.

3. I AGREE TO COMPLY with all rules and regulations promulgated by Edge Experience. If I have any questions, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest Edge Experience representative. I agree not to participate while under the influence of drugs or alcohol.

4. I, RELEASE, for myself, my spouse, my heirs, assigns, personal representatives and next of kin, DO HEREBY FOREVER DISCHARGE, RELEASE, INDEMNIFY AND HOLD HARMLESS Edge Experience of and from any and all claims, demands, damages, losses, actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, penalties, costs, solicitor/attorney fees and other related expenses, whatever kind or nature, whatsoever at law or in equity, whether present, future, known or unknown, foreseen or unforeseen (including, but not limited to, claims for personal

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injury, death, disability, and property damage), relating to, arising out of or regarding or as a result of the use of Edge Experience's climbing activities, equipment, location or activities, or any activity sponsored by Edge Experience regardless of whether the act or omission complained of was caused in whole or in part by the negligence, in any form, of Edge Experience to the fullest extent permitted by law.

5. I FURTHER RELEASE Edge Experience from any claim whatsoever on account of first aid, treatment or service rendered me during my participation in climbing activities, equipment and related facilities.

6. I FURTHER ACKNOWLEDGE that the equipment used in the sport of climbing is subject to unforeseen stress and damage which may cause it to break or become dysfunctional without warning and in that regard I understand that Edge Experience makes no general, expressed or implied warranty of any kind regarding its climbing equipment, including but not limited to the natural rock features, auto-belays, anchorages, and I accept the use of its equipment in its "as is" condition and without warranty.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THE TERMS ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS , AND SIGN THE NOMINATED DAILY ACKNOWLEDGEMENT AND SIGN ON SHEET PROVIDED BY EDGE EXPERIENCE FREELY AND VOLUNTARILY AS MY OWN FREE ACT WITHOUT INDUCEMENT. IF ONE OR MORE PORTIONS OF THE WAIVER ARE FOUND UNENFORCEABLE, THE REMAINDER OF THE WAIVER SHALL REMAIN ENFORCEABLE.

**PLEASE ENSURE YOU READ, UNDERSTAND AND
ACKNOWLEDGE THE ACCOMPANYING *SIGN ON SHEET*.**