



## Archery Games Waiver and Disclaimer

### Inherent Risks

Whilst there are many benefits to the Activity, like all physical activities the Activity involves some risk of injury that are inherent to the Activity “inherent risks”. The inherent risks include:

- risks of bruising from arrowheads when arrows fired too close (closer than 5 metres).
- sun exposure, heat exhaustion and dehydration,
- over-exertion from running and jumping,
- slips and falls and landing on unstable or hard surfaces; rolling ankles and similar falling injuries, whilst running or dodging,
- collisions with other participants or with stationary objects,
- unexpected failure of the equipment,
- erratic or careless behaviour of other participants,
- supervisory or judgment error by staff.

I have read and understood that the Activity contains inherent risks. I understand the demands of the Activity relative to my abilities (or that of my minor child), and I appreciate the types of injuries that may occur as a result of the Activity and the potential impact on my well-being and lifestyle (or that of my minor child). I confirm that my participation (or that of my minor child) is voluntary and that I (and my child) knowingly assume all inherent risks.

### Health and Safety Rules

Archery Games has endeavoured to maintain the safety of the Activity by:

- Ensuring trained supervisors on duty to provide general supervision;
- Providing instruction and safety briefing to all participants;
- Training staff in first aid, and keeping first aid kit on hand;

- Ensuring all participants go through safety briefing and instruction to ensure they use equipment correctly, including a mask;
- Maintaining a Workers Health Safety (WHS) policy and ensuring Working with Children (WCC) checks;
- Maintaining a Safe Activity Method Statement (SAMS) in place.

However, we at Archery Games require your co-operation to maintain the safety of the facility and Activity by you agreeing to:

- Where it is a children's event, for parents to be on site at all time.
- Where it is a school event, teacher must be present on site at all times.
- Participants must obey all safety rules, including but not limited to the following:
  - No participant can be more than .05%BAC;
  - All safety and protective equipment must be worn at all times on the field, including but not limited to the safety mask;
  - No bows should hit objects or people;
  - Arrows may only be fired at more than 5m distance;
  - Any dangerous activity must immediately be notified to the supervisor.

We also require your co-operation in relation to health and safety. It is your duty to:

- get a medical clearance prior to participation if you are not used to vigorous physical activity;
- possess a sufficient level of skill and physical fitness for safe participation;
- have no health problems that would make participation unwise;
- inform staff and cease exercise immediately if you feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation;
- attempt the activity only if you feel safe; and
- stop the activity if you believe its unsafe.

In case of an emergency, you authorise us to

- administer emergency first aid and/or CPR when deemed necessary by coaches, staff or volunteers;
- secure emergency medical care or transportation where we decide it is necessary; and
- seek any medical attention, treatment, surgery or administration of drugs by qualified and licensed medical personnel.

You further agree to assume all costs of emergency medical care and transportation.

**Release and indemnity**

In consideration of permission to participate in the Activity, you on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [“Releasing Parties”] release us from all Claims. You also agree to indemnify the Archery Games from and against any all Loss and damage arising out of or in connection with any damage to third parties occasioned by, incident to, arising out of, or in connection with your or your child’s participation.

<b>Activity:</b>	Archery Games involves archery combat with modified bows and foam-tipped arrows. It involves running, jumping, the use of arrows and bows, and being hit by those arrows, or dodging the hits.  It is an activity for adults and children over the age of 10.
<b>Participant (“I”)</b>	[ insert name ]
<b>Parent (if Participant under 18)</b>	[ insert name ]

**I, have read this Agreement and understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability.**

**SIGNED** \_\_\_\_\_

**Definitions:**

“Archery Games/ we / us / our” means Archery Games [ ABN 18801377887] and includes all its owners, directors, officers, sponsors, affiliates, employees, volunteers, independent contractors, equipment providers, agents and facility owners.

“Claims” means all claims, under statute, tort, contract or negligence, any demand, award or costs.

“Loss and Damage” means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of enjoyment, personal injury, death, negligence, trespass, property damage and legal costs.