

## **CAPRICORN CAVES WAIVER DOCUMENT**

1. The CUSTOMER must disclose any pre-existing medical or other condition that may affect the risk that either CUSTOMER or any other person will suffer injury, loss or damage. The CUSTOMER states that he/she is sufficiently fit to participate in the program.
2. The CUSTOMER acknowledges that the PROPRIETOR relies on the information provided by the CUSTOMER, and the CUSTOMER states that all such information is accurate and complete.
3. The CUSTOMER acknowledges that caving and rope work are inherently dangerous activities. The CUSTOMER recognizes that there are risks specifically associated with the activity, some of which are physically, socially and emotionally demanding. The program includes outdoor adventure activities in and around cave systems.
4. The CUSTOMER acknowledges that while the PROPRIETOR will fulfill their duty of care not all dangers associated with the activities can be foreseen. The CUSTOMER accepts this fact and understands that while the staff are skilled and experienced they can not guarantee the safety of the CUSTOMER since some risks are beyond the PROPRIETORS control.
5. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol or any mind-altering substance before or during these activities, and the CUSTOMER accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any mind altering substance.
6. The CUSTOMER agrees with the PROPRIETOR that the CUSTOMER will obey and will comply with all rules, safety guidelines and directions made or given by the PROPRIETOR or PROPRIETOR'S servants and agents in connection with the activity. In particular, the CUSTOMER has been advised to wear an approved helmet and secure footwear at all times if required by the activities. The CUSTOMER will inform PROPRIETOR or PROPRIETOR'S servants and agents if any directions are not understood. If a CUSTOMER fails to comply with the PROPRIETOR'S rules and/or directions, guidelines, safe caving practice and show due care for his/herself, the cave system and other participants, the CUSTOMER will not be permitted to undertake the activities or to continue the activities, and no refund will be given.
7. The CUSTOMER accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
8. The CUSTOMER agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in the respect of any injury, loss or damage arising out of or in connection with the CUSTOMER'S failure to comply with the PROPRIETOR'S rules and/or directions.
9. The CUSTOMER agrees and acknowledges that, to the extent permitted by law, the PROPRIETOR shall not be liable for any injury, loss or damage suffered by the CUSTOMER or by any other person, arising from or in connection with the CUSTOMER'S participation in the activities except in the event that the loss or damage is caused by the negligence of the PROPRIETOR'S servants or agents. The CUSTOMER hereby releases the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR against all claims made on behalf of any other person except in the event that the loss or damage is caused by the negligence of the PROPRIETOR'S servants or agents.
10. All accidents, injuries, loss and damage must be reported by the CUSTOMER to the PROPRIETOR before the CUSTOMER leaves the PROPRIETOR'S property.
11. If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that the PROPRIETOR may provide evacuation, first aid and medical treatment at the CUSTOMER'S expense, and the CUSTOMER'S acceptance of these terms and conditions constitutes the CUSTOMER'S consent to such evacuation, first aid and/or medical treatment.
12. The proprietor reserves the right to determine the capacity of the customer to participate in any of our activities. The proprietor's decision is final and is used upon our knowledge of the physical and/or mental requirements needed to participate.

### **ALL SECTIONS MUST BE COMPLETED**

**PRINT PARTICIPANT NAME AND ADDRESS:**

**I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE TERMS AND CONDITIONS.**

**THE PARTICIPANT HAS AGREED TO WEAR SAFETY EQUIPMENT WHERE APPLICABLE.**

**PARTICIPANT SIGNATURE:**

**DATE:**

**PARENT/ GUARDIAN SIGNATURE:  
(WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE)**

**DATE:**