

## Liability release and express assumption of risks

WARNING: The event known as HANG AROUND WITH AERIALIZE is a dangerous recreational activity as defined in the *Civil Liability Act (NSW) 2002 (Civil Liability Act)*. Please read carefully and sign this liability release and express assumption of risks (**Release Form**) if you agree to the terms.

THE SYDNEY FESTIVAL LIMITED (ACN 070 285 344) (**Sydney Festival**) offers the possibility for you to take part in the activity known as Hang Around with Aerialize that is conducted by AERIALIZE SYDNEY AERIAL THEATRE INCORPORATED (ABN 12 780 431 742) (the '**Company/Aerialize**') at Riverside Theatres, Corner Market and Church Street, Parramatta (the **Activity**) where the enjoyment is derived in part from the inherent risk of participation.

Aerialize is the operator and conductor of the Activity. Sydney Festival is not liable for the acts of omissions of Aerialize . Aerialize provides relevant safety/protective equipment and procedural instruction it considers necessary for safe participation in the Activity. The Activity is fully covered by public liability insurance. However, when established safety procedures are not followed, the risk associated with participation is increased.

**Important:** The equipment provided must be used according to the instructions given. Your signature on this Release Form is required for you (meaning you and any child(ren) under your care and responsibility who is participating and whose name(s) has been written below) to participate in the Activity.

I \_\_\_\_\_ of \_\_\_\_\_  
(Name of participant or Parent/Carer if participant is under 18 years old) (Street Address)

\_\_\_\_\_ (State, Postcode) \_\_\_\_\_ (Contact Number)

Name of participant under 18 years old	Age

I hereby acknowledge that I have been advised and thoroughly informed of the risks of the Activity.

**In particular, I acknowledge that I have been advised that:**

- Participation in the Activity is a recreational service for the purposes of section 139A of the *Competition and Consumer Act 2010 (Cth) (Competition and Consumer Act)*, and also a dangerous recreational activity for the purposes of section 5K of the *Civil Liability Act 2002 (NSW)*.
- Nothing in this Release Form excludes, restricts or modifies any condition, warranty, right or remedy, implied or imposed by any law that cannot lawfully be excluded, restricted or modified as contained within the Competition and Consumer Act, and corresponding provisions of State or Territory legislation. All express or implied representations, conditions, warranties and provision, whether based in Statute, or otherwise relating to provision of products and services pursuant to all contemplated by this document that are not contained within these terms are excluded to the extent permitted by law.
- I may be required to wear approved safety equipment while participating in the Activity.
- I am responsible for the full application of the safety rules
- I am aware that there are instructors available to answer any questions that I have as to the proper use of the equipment.
- I am responsible for my own personal property

- The forces exerted on my body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I understand that people with these conditions must inform the instructor.
- I do not suffer any illness, ailment or incapacity that may affect my participation in the Activity
- I understand that the Activity involves certain inherent risks.
- I must not participate in the event if I am under the influence of alcohol or drugs.
- Sydney Festival and Aerialize will rely on this declaration and is not responsible for my decision to participate in the Activity.
- I have entered and remain on the premises of Riverside Theatres, Parramatta and are participating in the Activity at my own risk.
- If I arrive late at the check in area for the session start time allocated to me, I understand that I may not be able to participate.
- I am aware that there are serious risks associated with the Activity and to the extent permitted by law, I hereby release and hold harmless Sydney Festival and Aerialize, its principals, servants and/or agents from any suit, demand or claim whether present, future or contingent arising as a consequence of and not limited to death, injury or disablement received by me during my participation in the Activity.
- I confirm that I give my permission for Sydney Festival and Aerialize to use any video footage and photographs taken during the Activity and consent to the use of my name, likeness, voice and biographical material in connection with Sydney Festival and publicity or promotion of Sydney Festival and Aerialize, including without limitation, in connection with Sydney Festival and Aerialize websites. The ownership and copyrights to the video and photographs including my appearance taken by Sydney Festival are owned fully by Sydney Festival and upon their creation, any future rights will also be owned by Sydney Festival.

I confirm that I am 18 years or older and legally competent to sign this liability release, or that I am legally competent to sign this document as a parent/guardian. Where I sign this document as a parent or guardian on behalf of a minor, the reference to me as is a reference to the minor. I understand that the terms in this Release Form are binding on me and any minor on behalf of whom I sign. .

Tick here if the person signing is not participating and is only supervising the children included on this Release Form.

**Name of person signing** (if different from the name above): \_\_\_\_\_

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

Date of signing document: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of participation if different: \_\_\_\_/\_\_\_\_/\_\_\_\_

This Release Form is signed by the adult named above on their own behalf and on behalf of any child under their care listed above.

**Emergency Contact Details**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_