

## Release of Liability, Waiver of Claims, Assumption of Risk

### **BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

You are advised that some of the challenges and games that you will take part in during your deCYPHER GAMES experience will include physical ACTIVITIES. Involvement in these activities comes with OBVIOUS RISKS as defined by the Civil Liability Amendment (Personal Responsibility) Act. **YOU ARE PARTICIPATING AT YOUR OWN RISK.**

### In this agreement:

a) The term “ACTIVITIES” includes but is not limited to team or individual games, observation of activities, lifting objects, lifting heavy objects, walking and/or running in parks/recreational areas/playgrounds/car parks/trails and sidewalks/private property, travelling up and down stairs, boarding public transport, driving a car, stepping onto or climbing over obstacles, and other services provided by deCYPHER GAMES.

b) The term “INJURY” shall refer to all forms of physical, mental and emotional injury in any way related to physical activity including, but not limited to: death, breaks, strains, lacerations, dislocations, heart failure, concussion, heat illness, dehydration, trauma, anxiety, and fears.

### Waiver and Release of Liability:

#### **Express assumption of risk:**

I, the undersigned, am aware that there are significant risks involved in all aspects of physical activities. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself.

I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during the game. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform the event organiser and/or call emergency services as I deem appropriate.

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity while participating in the deCYPHER GAMES session.

I am aware that this agreement is ongoing and will apply to all future occasions I participate in activities under the direction of deCYPHER GAMES.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.



Your Initials: \_\_\_\_\_

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**Release:**

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by deCYPHER GAMES, I, the undersigned hereby release deCYPHER GAMES, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. I give permission for deCYPHER GAMES staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred.



Your Initials: \_\_\_\_\_

**Indemnification:**

I, the undersigned, recognise that there is risk involved in the types of activities offered by deCYPHER GAMES. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to my negligence. I further agree to indemnify and hold harmless deCYPHER GAMES, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by deCYPHER GAMES.



Your Initials: \_\_\_\_\_

**Travel**

I, the undersigned, am aware that I will be responsible for my own travel during activities facilitated by deCYPHER GAMES. I have the option of using any form of Public Transportation I deem appropriate including government owned and privately owned buses, trains, and light rail and accept full responsibility for safe, considerate, and responsible use of such methods of transportation.

I, the undersigned, also have the option of driving my own personal vehicle or travelling as a passenger in a vehicle owned by other deCYPHER GAMES event participants. I accept full responsibility for all aspects of safe, considerate, and responsible driving including obeying all road rules and obeying speed restrictions. I understand that it is my responsibility to provide to deCYPHER GAMES documentation showing evidence that the vehicle I will be travelling in has current and valid third party injury and third party property damage insurance. It is also my responsibility to ensure that I (or the driver of my vehicle) provides to deCHYPER GAMES a valid and current driver's license.

I, the undersigned, am aware that there are risks involved in driving and travelling on public transport. These risks include serious injury or death due to negligence on the part of myself or other people around me and injury or death due to improper use or failure of equipment.

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I agree to indemnify and hold harmless deCYPHER GAMES, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while travelling to and from activities offered by deCYPHER GAMES.

**I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing this document, it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this document I am waiving valuable legal rights.**

Participants Full Name \_\_\_\_\_

Participants Signature \_\_\_\_\_

Date Signed \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Home Address \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Number \_\_\_\_\_

☐ I have read the deCYPHER GAMES Terms & Conditions. (Tick and initial below)



Your Initials: \_\_\_\_\_