

RECREATIONAL ACTIVITY RISK WARNING, ACKNOWLEDGEMENT, WAIVER AND RELEASE

By booking an activity with Community Resources Ltd trading as Green Connect ("us, our, we"), you agree to these terms and acknowledge, agree and understand that you engage or participate in the Recreational Activities voluntarily and at your own risk in full knowledge of the Risks generally and Particular risks described in these terms.

1. Participation in our workshops and other events, including farm tours, farm activities, beekeeping, gardening, animal care, and other sustainability activities and workshops ('the Recreational Activities') supplied by us involves significant risks, including the risk of personal injury and death.

Particular risks include, but are not limited to, injuries from personal exertion, trips and falls, insect and animal bites or stings, and allergic reactions.

2. Before you participate in the Recreational Activities, you should ensure that you are aware of, and properly understand, all of the risks involved in the Recreational Activities, and that those risks will include any particular risks associated with any health condition or pre-existing disability from which you suffer.
3. When booking Recreational Activities for any other person or as a parent, guardian or responsible person performing parenting responsibilities, you acknowledge and agree that you have explained to the participant that the Recreational Activities provided by us may involve risks generally and the Particular risks described above.
4. When booking Recreational Activities, you also acknowledge, agree and understand that the risk warning above constitutes a formal 'risk warning' for the purposes of the relevant legislation, including for the purpose of Section 5M of the Civil Liability Act 2002 (NSW).
5. Section 139A of Competition and Consumer Act, 2010 (Cth) permits us to ask you to agree that the statutory guarantees under the Australian Consumer Law (Cth) do not apply to you (or a person for whom or on whose behalf you are acquiring the services to engage in the Recreational Activities).
6. When booking Recreational Activities, you acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the Competition and Consumer Act 2010 (Cth)):
 - 6.1. Your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue us, or our servant and agents, in relation to the Recreational Activities if the Recreational Activities or associated services were not provided to you in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
 - 6.2. You (or the person for whom or on whose behalf you are acquiring the services) release us, our servant and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.

7. When booking Recreational Activities, you acknowledge, agree and understand that, to the full extent permitted by law, the liability of the Service Provider in relation to recreational services and activities (as that term is defined in the Australian Consumer Law (Cth) and any similar state laws) for any:
 - 7.1. physical or mental injury (including death and the aggravation, acceleration or recurrence of an injury);
 - 7.2. the contraction, aggravation or acceleration of a disease;
 - 7.3. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community;
 - (ii) that may result in harm or disadvantage to you or the community;
 - (iii) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.
8. When booking Recreational Activities, to the full extent permitted by law, you (or the person for whom or on whose behalf you are acquiring the services) agree to waive and/or release us, our servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against us, our servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you may suffer or sustain in the course of or consequential upon or incidental to your participation in the Recreational Activities, whether caused by our negligence, or the negligence of our servant and agents, or otherwise.
9. When booking Recreational Activities, you acknowledge, agree and understand that:
 - 9.1. We will permit you to participate in the Recreational Activities, and provide you with the associated services, in part in consideration of you agreeing to these terms;
 - 9.2. We may rely on this document in any proceedings commenced in any Court by us and our assigns;
 - 9.3. The laws of New South Wales govern this document.
10. You do not have to agree to exclude, restrict or modify or waive your rights against, or release, us, our servants and agents, from any claims when booking Recreational Activities, however we may refuse to allow you to participate in the Recreational Activities, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, us, our servants and agents, by agreeing to these terms. Even when booking Recreational Activities, you may still have further legal rights.