

# MEDICAL QUESTIONNAIRE & DEED OF RELEASE, ASSUMPTION OF RISK & INDEMNITY

In favour of: **Raging Thunder Pty Ltd ACN 010 509 949 and all related or associated companies and their respective directors, officers, agents, employees, staff (whether paid or volunteers) and contractors**

("Raging Thunder")

By: **The Customer (being the person or persons whose details are set out below and their respective personal representatives, executors, administrators, successors and assigns)**

("Customer, you, your, I, me my")

Name: ..... Age: .....  
 (including where applicable full names of accompanying children under 18 years ("Child"))

Home Address: ..... City/State/Country: .....

Contact address in Cairns, Qld:.....

Emergency Contact (Name, Phone).....

**MEDICAL INFORMATION:**

Have you or do you suffer from any of the following? (Please tick the box)	Yes	No	Office Use Only
1. RESPIRATORY PROBLEMS (Asthma/Bronchitis/Chest Pain)			
2. BRAIN, SPINAL CORD OR NERVOUS DISORDER			
3. CHEST SURGERY			
4. DIABETES			
5. EPILEPSY / FAINTING / SEIZURES / BLACKOUTS			
6. HEART DISEASE OF ANY KIND			
7. ALLERGIES			
<b>Are you currently suffering from any of the following?</b>			
1. CHRONIC EAR DISCHARGE OR INFECTION			
2. HIGH BLOOD PRESSURE			
3. OTHER ILLNESS, OPERATIONS OR PHYSICAL INJURY			
4. ARE YOU TAKING ANY MEDICINE OR DRUGS?			
5. ARE YOU PREGNANT?			

Having answered "Yes" to a medical condition:

1. Have you been advised by a medical practitioner **not to participate** in the proposed or similar activities? YES/NO (please circle one)

2. Will your medical condition **make it unsafe for you to participate** in the proposed activities? YES/NO (please circle one)

How do you rate your swimming ability? **Cannot swim**      **Poor**      **Fair**      **Good**      **Excellent**      (please circle one)

Have you had any problems during or after swimming? YES/ NO (please circle one)

If yes what problems occurred? \_\_\_\_\_

**You, the above named Customer, hereby agree to be bound by the terms of this deed with Raging Thunder and Raging Thunder agrees to permit you to use their equipment and participate in white water rafting, kayaking, bushwalking or ancillary activities, or instruction in such activities whether in or out of water or in or on any vessel or other craft, collectively and severally referred to in this deed as "Recreational Activities" upon and subject to the following terms and conditions:**

1. The information you provide in this document is true and correct and you understand that Raging Thunder is relying on that information in allowing you to participate in the Recreational Activities.
2. This document forms part of the Contract for the supply of services by Raging Thunder, and you agree that if a contract was formed prior to the execution of this deed, this deed constitutes a deed of variation which alters the terms of the contract in accordance with terms of this deed.
3. You consent to Raging Thunder making images or recordings of you and the child and using, publishing or reproducing those images or recordings in any form or in any medium.

**Risk Warning and Waiver**

4. You are participating in the Recreational Activities for the purposes of enjoyment, leisure or relaxation. You acknowledge that the Recreational Activities are inherently dangerous and involve risks. The risks associated with participation in the Recreational Activities can and often do happen which may result in personal injury, death, illness, aggravation of an existing illness, disease, property damage or economic loss. The risks include but are not limited to:
  - 3.1 sudden vessel movements, jarring and hard landings associated with travelling in or alighting in or out of a raft or kayak;
  - 3.2 greater than usual physical exertion placing people at an increased risk of personal injury, trauma or death;
  - 3.3 falling or leaving a raft or kayak including in the event of the raft or kayak flipping over;
  - 3.4 foot entrapment, entanglement with snags and collision with other passengers, equipment or objects such as rocks, any of which may cause injury or death, including death by drowning;
  - 3.5 exposure to the natural elements which can be unpredictable and potentially harmful or fatal, such as exposure to uneven terrain, slippery rocks and bush tracks, storm, wind, tide, current, heat, getting wet and flora and fauna (including exposure to snakes and microorganisms); and
  - 3.6 participation in Recreational Activities conducted at locations that are remote in time, distance and/or accessibility from any medical treatment facility; and
  - 3.7 other risks of or incidental to the Recreational Activities or activities ancillary to the Recreational Activities.
5. You have been advised of the risks associated with the Recreational Activities and voluntarily choose to participate in the Recreational Activities fully accepting that the materialisation of such risks may cause personal injury, death, illness or aggravation of an existing illness. You agree and undertake any such risk voluntarily and at your own risk.

6. You consent to be evacuated and to the provision of first aid and medical treatment if you are injured or become ill and agree to pay for such evacuation or provision of service.

**Exclusion of Warranty**

7. A supplier of recreational services can ask you to agree that statutory guarantees contained in sections 60 and 61, Subdivision B, Division 1, Part 3-2, Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (the “**Australian Consumer Law**”) do not apply to you (or a person for whom or on whose behalf you are acquiring the services).

8. By signing this form, you agree that the statutory guarantees contained in sections 60 and 61 of the Australian Consumer Law which provide that the services will be rendered to you with due care and skill, be fit for a particular purpose and achieve a desired result are expressly excluded for the supply of recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth)) by Raging Thunder to you if those recreational services cause or contribute to you suffering any of the following:

- a) death;
- b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury of the individual);
- c) the contraction, aggravation or acceleration of a disease of an individual;
- d) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course or conduct of state affairs in relation to an individual:
  - i. that is or may be harmful or disadvantageous to the individual or community; or
  - ii. that may result in harm or disadvantage to the individual or community,

unless you suffer a significant personal injury that is caused by the reckless conduct, as that term is defined in section 139A(5) of the *Competition and Consumer Act 2010* (Cth), of Raging Thunder.

**Release and Indemnity**

9. In consideration of Raging Thunder providing Recreational Activities, you, to the extent permitted by law:
- a) unconditionally released and discharged Raging Thunder of all liability for any act or omission that is negligent, a breach of contract or otherwise; and
  - b) indemnify and will keep indemnified and hold harmless Raging Thunder in respect to any claim made by any person:
    - i. arising as a result of or in connection with your undertaking the Recreational Activities; and
    - ii. against Raging Thunder in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the Raging Thunders rules and/or directions,

**Parent/Guardian Undertaking**

10. Where this document includes any Child then the parent/guardian signing it warrants and certifies that you are the parent or guardian of the Child and he/she has your consent and is capable of participating in the Recreational Activities. You confirm that you have read and understood the above declaration, warranty, waiver and release and agree, on behalf of your Child, to be bound by each of those conditions and having done so, submit this voluntarily.

**Statement of Understanding**

11. **I, the Customer:**
- a) acknowledge that I have read and understood the matters set out in this document and affirm I am of lawful age and legally competent to give this waiver, release and indemnity.
  - b) will take care for my safety and for the safety of any Child under my control and I will follow and ensure my Child follows the safety directions of Raging Thunder.
  - c) agree that this deed forms part of the contract for the supply of Recreational Services by Raging Thunder to me.
  - d) understand and agree that the statutory guarantees contained in section 60 and 61 of the Australian Consumer Law are excluded by my signing this document.
  - e) consent to be evacuated and to the provision of first aid and medical treatment if I am injured or become ill and I agree to pay for any such evacuation or provision of service.
  - f) consent to Raging Thunder making images or recordings of you and the child and using, publishing or reproducing those images or recordings in any form or in any medium.
  - g) understand that this document is contractual in nature and has legal effect and is not merely a warning or provided for information. I have signed this document of my own free will and without any representation or inducement by Raging Thunder, its agents or employees.

**Executed as a Deed**

**SIGNED SEALED AND DELIVERED**

By the Customer in the presence of:

**Date:** .....

**Customer Signature:** .....

**Parent/Guardian Signature:** .....  
(where participants include any child)

**SIGNED SEALED AND DELIVERED**

By Raging Thunder Pty Ltd: .....

**Witness Signature:**.....

**Witness Full Name:** .....  
(please print) (Witness must be over 18 years of age)