

# Spirited Adventure Ltd - Disclosure of Risk

**Spirited Adventure Ltd asks you to read the following. It may have a bearing on your safety and that of others that are involved in activities with you.**

Spirited Adventure Ltd has legal & regulatory obligations to provide a duty-of-care to all that participate in any of our outdoor activities. As you would expect we take all reasonable steps to provide the level of care & assurances of safety that are appropriate to each of the activities. You should though be aware that there will always be certain risks that are inherent too outdoor activities. It is not possible to eliminate these risks without destroying the character & experience of each activity.

The level of real, as opposed to perceived risk associated with the activities is very low. However, the types of risk may be something with which you are not ordinarily familiar. For avoidance of uncertainty, environments & situations that you may encounter include:

**Rough / rugged terrain:** this may cause you to experience greater than usual strain on joints & muscles

**Tools:** Some activities at Spirited Adventure Ltd involve the use of Knives, tools, fire lighting/camping/ cooking equipment, air rifles, throwing axes and archery. These should only ever be used under the supervision of a Spirited Adventure Ltd instructor. Whilst we maintain strict control over our tools and teach you how to use them correctly, any accident or injury sustained from negligent or unsupervised use, Spirited Adventure Ltd will NOT be liable.

**Physical effort:** our activities may involve you in a greater level of exertion than in your usual day- to-day environment.

**Camping overnight:** whilst appropriate safety precautions are taken, some people can find situations of camping stressful.

**Natural environment:** most likely to be a rapid & significant change in the weather or unstable/slippery conditions underfoot, but can also include rock falls, lightning, branches falling from trees etc.

**Consumption of wild plants and animals:** Whilst we will only ever present you with plants and animals that are safely edible, it is down to you, the course attendee, to make the decision to eat it or not. Spirited Adventure Ltd will not be responsible for any plants consumed that HAVE NOT been correctly identified and presented to you by a Spirited Adventure Ltd instructor.

**Slips & trips:** the most common cause of accident throughout society, the opportunity for slips, trips & falls is likely to be greater than that which you usually experience.

**Loss or damage:** the environments and activities that you choose to experience may increase the potential for loss of or damage to your personal clothing or equipment.

**Loss or Damage to S.A. kit & equipment.** A deposit may be asked for to cover losses or damage through misuse. Or you may be billed to replace lost or broken equipment. This will be verbally discussed at the start of a session.

As well as Spirited Adventure Ltd part in ensuring as safe an environment as possible for each activity, participants also have a responsibility for safety. Your responsibilities are as follows:

**Medical:** please make us aware of any food allergies or medical condition(s) or injuries, past or present, which may affect or make ill-advised your participation in any activity. We can then agree with you whether or not you should participate.

**Fears & phobias:** before commencing any activity, please ensure that we are aware if you have any major concerns, fears or phobias about the situation(s) in which you are choosing to place yourself. We will work with you to help ease your feelings of discomfort/apprehension/fear, & ensure that you are as comfortable as possible.

**Drugs & alcohol:** it is potentially highly dangerous to participate in any activity whilst under the influence of drugs or alcohol. Spirited Adventure Ltd reserves the right to prevent any person participating in any activity, should we suspect that they may be under the influence of drugs or alcohol.

**Instruction:** you must accept & act upon all direction & instruction from our instructors.

Thank you for taking the time to read & consider this Disclosure of Risk. Prior to commencing your chosen activity/activities, Spirited Adventure Ltd will ask you to acknowledge your acceptance of the disclosed risks by signing below. In doing so you will confirm that you have read & understood the content of the Disclosure of Risk. A parent or guardian must counter-sign for anybody under the age of 18. Signing the Acknowledgement of Risk does not release Spirited Adventure Ltd from any of our obligations towards you, nor does it affect your statutory rights.

Date \_\_\_\_\_ Print Name(s) \_\_\_\_\_

Sign \_\_\_\_\_