

PARTICIPANT'S ACKNOWLEDGEMENT OF RISK FORM INCLUDING WAIVER, RELEASE & INDEMNITY

This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of the business.

The Participant:

Address of Participant:

Telephone No. of the Participant:

The Business: Tableland Adventure Guides Pty Ltd (A.C.N. 141 926 374) of Atherton in the State of Queensland.

The Activity: Guided Trekking, Hiking, Cycling and Kayaking Tours

The Risks of the Activity: - Trekking, Cycling and Kayaking entail known and anticipated risk which could result in physical or emotional injury, paralysis, death or damage to myself, my property or to third parties. The risks include (but are not limited to) the hazards of walking and cycling on uneven terrain and unformed roads and tracks, slips and falls, collisions with motor vehicles and/or animals, being struck by rock or vegetation fall or other objects dislodged or thrown from above, the use of climbing ropes and equipment, tripping during ingress or egress from or to motor vehicles, falling from a height, the forces of nature including lightning, fire, flood, storm or tempest, unexpected changes in the weather, risks of exposure to attack by animals or insects (including but not limited to snakes, cassowaries, crocodiles, jellyfish, scorpions, centipedes, spiders), the risks of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema, risks associated with activities conducted upon water including drowning, risks associated with my own physical condition (including undiagnosed physical conditions from which I may suffer) and the affects associated with physical assertion associated with the activity.

Medical Disclosure: Fully set out the Participant's medical or other conditions that may be relevant to your performance of and ability to participate in the Activity

Are you taking any medication: YES/NO (please circle the appropriate answer)

Are you taking any current medication: YES/NO (please circle the appropriate answer)

Do you have private Health Insurance: YES/NO (please circle the appropriate answer)

If so, name of Private Health Insurance Fund:

Do you have Travel Insurance: YES/NO (please circle the appropriate answer)

If so, name of Travel Insurance provider:

I certify that I have no medical or physical conditions which could interfere with my safety in the Activity or else I am willing to assume and bear the costs of all risks that may be created either directly or indirectly by any such condition.

ACKNOWLEDGEMENT

Signature of Participant

1. I acknowledge that:-
 - a) I am the Participant.
 - b) I am being supplied with a recreational service by the Business.
 - c) The Activity is a dangerous recreational activity which involves a significant risk of physical harm.
 - d) I may be injured in performing that Activity.
 - e) My personal property may be lost, damaged or destroyed in performing the Activity.
 - f) Other people may cause me injury or may damage my property in the course of performing the Activity.
 - g) I may cause injury to other persons or damage their property in performing the Activity.
 - h) The natural conditions in which the Activity is conducted may vary without warning.
 - i) My participation in the Activity is voluntary and I have not been required by the Business to engage in the Activity.
 - j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.
 - k) The Business relies on the information provided by me and I state that all such information is accurate and complete.
 - l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgement or physical ability or capacity to safely participate in the Activity and accept full responsibility for any injury, loss or damage associated with my consumption of alcohol, mind altering substance, drug or other substance which impairs my judgement, physical ability or capacity to safely participate in the Activity.

- m) This document records the entire agreement between the Business and I in relation to the Activity and my participation in it.
- n) I have not relied upon any advice, representations or inducements by or on behalf of the Business in deciding to:
 - (i) participate in the Activity; and
 - (ii) sign this document.

RISK WARNING

- 2. I acknowledge that I have been warned of the Risks of the Activity.
- 3. I acknowledge that the Activity may also involve other risks not noted in the Risks of the Activity listed on page 1.
- 4. The Business has provided me with oral warnings of the Risks of the Activity and the risks of physical harm in participating in the Activity.

ASSUMPTION OF RISK

- 5. Notwithstanding the significant risks of physical harm and injury inherent in the Activity, some of which are noted above, I agree to participate in the Activity on my own risk. The Participant further acknowledges and agrees that he/she has undertaken the Activity freely, voluntarily and absolutely at his/her own risk and with full appreciation of the nature and extent of the risks involved in the Activity.

WAIVER, RELEASE AND INDEMNITY

- 6. I agree that the provisions of Section 74 of the Trade Practices Act 1974 (Cth) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
- 7. I agree to release and hold harmless the Business its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damager or death was caused solely by the negligence of the Business, its servants, employees or agents.
- 8. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the Activity. This indemnification extends to all claims made by any other person against the Business, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.

MISCELLANEOUS

- 9. I agree to comply with all rules and directions made or given by the Business in connection with the Activity. I understand that if I fail to comply with the rules and/or directions of the Business, I may be injured or injure someone else. Further, I understand that I will not be permitted to continue the Activity and no refund will be given.
- 10. I agree to report all accidents, injuries or loss or damage sustained by me to the Business before I leave the site on which the Activity is performed.
- 11. I agree that if I suffer any injury or illness I agree that the Business may provide or arrange evacuation, first aid and medical treatment at my expense.

I ACKNOWLEDGE THAT I HAVE READ THIS FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME.

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Signature of Participant

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Date

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Witness Name

.....
Witness' Signature

.....
Witness' Address

.....
Date