

FAR NORTH EXPEDITIONS AND CROC SPOT TOURS

DANGEROUS RECREATIONAL ACTIVITIES

AGREEMENT AND ACKNOWLEDGEMENT

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.

Definitions

Business means Patrick Llewellyn Chappell trading as Far North Expeditions and Croc Spot Tours ABN 28 927 115 108 and employees and contractors.

Recreational Activities means cruise in a boat on the Adelaide River spotting crocodiles and activities ancillary to the Recreational Activities, including transit to or from, or instruction in such activities.

In consideration for the Business permitting me to participate in the Recreational Activities, I agree as follows:

Acceptance of risk

1. The information I have provided in this document is true and correct and I understand that the Business is relying on that information in allowing me to participate in the Recreational Activities.
2. I acknowledge that the Recreational Activities may be dangerous and involve a significant degree of physical exertion, physical or mental harm, and physical or mental risk. I have been advised of the risks associated with the Recreational Activities and I voluntarily choose to participate in the Recreational Activities fully accepting that the materialisation of such risks may cause personal injury, death, property damage or economic loss. Some of those risks include, but are not limited to:
 - 2.1. attack from wild animals which may cause physical, Mental harm or death.
 - 2.2. vessel movement associated with traveling in the vessel and including alighting in or out of the vessel and also including falling, slipping, drowning.
 - 2.3. exposure to natural elements which can be unpredictable and potentially harmful or fatal including, storms, lightning, wind, tides, current, heat, wet conditions and including flora and fauna.
 - 2.4. participation in Recreational Activities conducted at locations that are remote in time, distance and/or accessibility from any medical treatment facility.

Release and discharge

3. I unconditionally release, discharge and agree not to sue the Business in respect of all liabilities, claims and cause of action that may arise from any act, omission, default, failure or error on the part of the Business (including any negligent act, omission default, failure or error) occurring wholly or partially during the course of the Recreational Activities, including while in transit to or from such Recreational Activities.

Indemnity

4. I will indemnify and keep indemnified the Business from any liability, claim or cause of action that may be brought against the Business as a result of or in connection with any act, omission, default, failure, or error on the part of the Business (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the Recreational Activities, including transit to or from the Recreational Activities.

5. In the event of my death caused wholly or partially by the Recreational Activities my estate and my personal representatives, executors or administrators indemnify and will keep indemnified the Business from any liability, claim or cause of action that may be brought against the Business by my personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of my death.

Exclusion of warranty

6. To the full extent permissible by law, the Business expressly excludes and disclaims all warranties that may be express or implied.
7. If, despite clause 6, the law prevents exclusion and implies any warranty, then the liability of the Business for breach of any warranty will be limited to the supplying of the service again or payment of the cost of having the service supplied again.

Parent/Guardian undertaking

8. Where this document includes any child under the age of 18 years then the parent/guardian signing it warrants that the information provided is true and correct and personally covenants in terms of clause 4 in respect of any claim, liability or cause of action that arises out of or is incidental to the child's participation in the Recreational Activities.

Statement of understanding

9. I 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. I am not under the influence of alcohol or any drug.
10. I will take care for my safety and for the safety of any child under my care under the age of 18 years. I will follow and ensure any under my care under the age of 18 years follows the safety directions of the Business.
11. I acknowledge that in the event that the terms set out in this document are breached by me, the Business may reduce or refuse liability under this documents to the extent of any prejudice suffered by the Business arising from, due to or in connection with, whether directly or indirectly, any breach by me.
12. I 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 the Business, its agents or employees.

Name of Participant (Adult)

Signature of Participant

Name of Participant (Child)

Signature of Parent/Guardian