

Waiver of Liability and Assumption of Risk Agreement

The Operators are Weller Pty Ltd as trustee for the A & J Weller Family Trust trading as Vivid Adventures, Charter Operator and the various Land Management Authorities or Land owners who grant the Licence to operate this workshop (being the Licensor), and the officers, employees, assigns, affiliates, agents, invitees, licensees, subcontractors or consultants of these entities.

*I agree that this document forms the **whole agreement** and that no oral changes or representations, no additions, variations or waiver can be effected unless it is expressed in writing and signed by The Operators.*

Conditions of participation:

The Operators enjoy the opportunity to show visitors the vast, remote, quiet and unknown Outback. As a result *I acknowledge that itineraries may be varied to suit road, weather and safety conditions or mechanical defects.*

The Operators strive to depart & arrive according to schedule but by the nature of 4WD Touring this cannot be guaranteed. *I acknowledge that any expense or inconvenience is my responsibility and that The Operators are free to make alterations to the workshop as required, either before the commencement of, or during, the workshop. I will not hold The Operators liable for any loss or damage that I may suffer as a result of these changes. I am aware that a minimum of 4 participants is required for departure unless otherwise stated or pre-arranged and that **The Operators** will seek to make suitable alternative arrangements, and failing that, refund the tuition fees paid, if the workshop is unable to proceed.*

I acknowledge that when joining a Vivid Adventures workshop I need a sense of adventure and a reasonable level of fitness.

*I acknowledge that I am responsible for advising **The Operators** of any special requirements I may have e.g medical or dietary, at time of booking. I acknowledge that it is my responsibility to carry any required supplies.*

To ensure all participants have opportunity to enjoy front & window seats a daily rotation system will be employed.

Camping Workshops require customer participation with everyday chores to enhance workshop format and enjoyment for all.

Smoking & eating inside our Vehicles is not permitted.

Assumption of Risk:

In consideration of Vivid Adventures accepting my application for, and being permitted to participate in the adventure workshop in the land owned by the Licensor or elsewhere, *I agree to this release of claims, waiver of liability and assumption of risk (collectively, this Agreement).*

I am aware that this Vivid Adventures adventure workshop, in addition to the usual dangers and risks has certain additional dangers and risk, which include but are not limited to the following:

- *physical exertion for which I may not be prepared*

- *weather extremes subject to sudden and unexpected change*
- *remoteness to normal medical services*
- *evacuation difficulties if I am disabled*
- *company with other photographers and their equipment*

*I accept all the risks of the proposed adventure workshop and possibility of personal injury, death, property damage or loss resulting therefrom and hereby indemnify and hold harmless, **The Operators** and other workshop participants from all claims of any kind arising from my participation in this workshop.*

I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the risks incurred by travel and activity beyond the accepted safety of life at home or work and that these risks contribute to such enjoyment and excitement, being a reason for my participation.

*I agree that if I suffer injury or illness **The Operators** can, at my cost, arrange medical treatment and emergency evacuation service, as **The Operators** consider appropriate for my safety.*

*I release and indemnify **The Operators** and agree to keep indemnified in respect of all loss, damage, consequential loss and damage, claims, demands, proceedings, actions, or any liability for death, personal injury or property damage, or any other loss suffered by me howsoever caused whether that loss, damage or otherwise is caused out of any act, default or omission on the part of **The Operators**.*

I acknowledge that The Operators have taken no responsibility or liability for any other operator or contractor that is included, for any reason as part of the Workshop.

If I am traveling in my own vehicle, I accept that I am solely responsible for the preparation and use of my own vehicle to a level appropriate for the planned itinerary, and that any mechanical failure or other damage, and subsequent repairs and related arrangements during the workshop are entirely my own responsibility.

I accept that all liability excluded by this agreement includes liabilities that have arisen, are arising or may arise in the future.

Camera equipment and other personal goods and chattels:

*I acknowledge that **The Operators** will endeavour to show respect and care for all my belongings, but that all personal goods and chattels including equipment I bring with me is my personal responsibility at all times. I agree that the operators will not be assuming any responsibility for all such equipment. If they assist in transportation and storage of it, that will be undertaken at my risk.*

Privacy

Except as specifically mentioned for email communications, the operators will only use the information provided on this form to properly organise this workshop and ensure the personal interests and well-being of our clients is taken account of in the workshop. The operators will not sell or share any personal information under any circumstances, and will keep it secure for record keeping purposes only.

<p><i>I agree that I have had opportunity to and have carefully read this Agreement and fully understand its terms.</i></p> <p>Participant (or Parent/Guardian) Signature:</p> <p>Participant Name:</p> <p>Date:</p>	<p>For the operators:</p> <p>Date:</p>
<p>Witness Signature:</p> <p>Witness Name</p>	<p>Witness Signature:</p> <p>Witness Name</p>

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