

Waiver, Release and Indemnity

Acknowledgment

1. I acknowledge that when booking to participate in the Lucy Boots Bush Walking tour ("tour") conducted by Lucy Boots Bush Walking Tours Pty Ltd ("the company") I read and understood the terms and conditions of this document.
2. I understood that the company's acceptance of my booking was conditional on my agreement to the terms and conditions of this document and that it was a requirement of the company that I sign this document before being permitted to participate in the tour.
3. I was and am aware of my right to obtain legal advice about the terms and effect of this document before signing it, and that I may choose not to sign this document and not participate in the tour.
4. I understand that the tour involves activities which include walking on uneven terrain and sightseeing in an outdoor bush environment and may include contact with native vegetation. The tour may also include eating packaged or fresh food.
5. If I have an allergy to certain foods, plants, or environmental conditions I am aware that it is my responsibility to take adequate precautions for my safety and make my own decision about participation in the tour or eating particular food. I understand that any food that I eat during the tour is entirely at my own risk.
6. I understand that I am solely responsible for my health and safety, and I acknowledge that I am physically capable of participating in and completing the tour.
7. I understand that it is my sole responsibility to keep safe and protect any items of property that I bring with me on the tour.
8. I understand that there are risks inherent in participating in the tour including the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.
9. I understand that the company will not be responsible for injuries, damage, or loss suffered by me as a result of the activities which I participate in with the company.
10. I understand that by signing this document I waive my rights against the company and its employees to claim, and release and indemnify the company and its employees from and against all claims for, damages for personal injury and property loss which I may sustain or suffer during or arising from or in relation to the tour.
11. Before signing this document I read it and understood it.

12. I agree to assume all risks inherent in participating in the tour.
13. I hereby waive all and any rights against the company and its employees to claim damages for personal injury and property loss which I may sustain or suffer during or arising from or in relation to the tour.
14. I hereby release the company and its employees from all liability for loss, damage, injury, expense, claims, demands, actions and proceedings of any nature whatsoever arising from or related to or connected with my participation in the tour.
15. I hereby indemnify and hold harmless the company and its employees from and against all claims, demands, expenses, costs, actions, and proceedings of any nature whatsoever and whenever arising from any injury, loss or damage sustained by me or any injury, loss or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in the tour.
16. I agree that this waiver and release of liability is binding on my heirs, executors, assigns, and legal representatives.
17. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.
18. If I am under 18 years of age at the time of the tour, my parent or legal guardian has completely reviewed this document, understands and consents to its terms, and authorises my participation by his/her signature below.

Name: _____

Signature: _____

Date: _____

Signature of parent or guardian if participant is under 18 years of age

Name: _____

Parent/ Guardian Signature: _____

Date: _____

Witness

Name: _____

Signature: _____

Date: _____