



Liability Waiver – Explore WA 4WD Adventures

ABN: 18 092 386 605

RELEASE AND WAIVER OF LIABILITY AGREEMENT

Activity (the Tour): Four-wheel driving, camping, bushwalking, swimming & fishing

By signing this agreement, the Participant hereby releases Explore WA 4WD Adventures ABN: 18 092 386 605, from any and all liability arising from or in any way related to the Participant's attendance on and participation in the Tour, in accordance with the terms herein.

By signing this agreement your legal rights and obligations may be significantly affected. If you have any questions in relation to this agreement or the Tour, it is your responsibility to ask a representative of Explore WA 4WD Adventures before signing. Explore WA 4WD Adventures takes no responsibility or liability for the actions of any third party.

WARNING: INHERENT RISK

The Tour, which may include four-wheel driving, camping, bushwalking, swimming, fishing, and associated outdoor activities, exposes the Participant to certain inherent risks.

I, the Participant, fully understand and acknowledge that:

- (a) Four-wheel driving, camping, bushwalking, swimming, and fishing are inherently risky activities, which may involve dangers and hazards;
- (b) These risks may include but are not limited to: terrain & road conditions, temperature extremes, animal interactions, uneven driving or walking surfaces, weather conditions, participant fitness, equipment condition, vehicular traffic, and actions of other people including other participants;
- (c) My participation may result in injury, illness, or loss, including but not limited to, damage to or loss of my property, bodily injury, strains, fractures, partial or total paralysis, catastrophic injury, or death; and
- (d) By participating in these activities, I accept and assume all such risks voluntarily.

Waiver and Release of Liability

I, the Participant, on behalf of myself, my personal representatives, and my heirs, successors, and assigns, agree as follows:

- (a) I release, waive, discharge and indemnify Explore WA 4WD Adventures, and its employees, servants, agents, and representatives, from any and all claims and actions,

which may be made by me or on my behalf, for loss, in any way related to my participation in the Tour, including but not limited to property loss or damage, bodily injury, or death;

(b) My release, waiver, discharge, and indemnity:

(i) Applies notwithstanding that any such claim, action, or loss may come about, either wholly or in part, due to the negligence of or breach of contractual term by Explore WA 4WD Adventures; and

(ii) Is intended to be as broad and inclusive as is permitted by the law of the State of Western Australia;

(c) I participate in the Tour at my own risk, and assume full responsibility for each of the risks and dangers that may arise during or out of my participation;

(d) I release, waive, discharge, and indemnify Explore WA 4WD Adventures and its employees, servants, agents, and representatives, from any and all claims and actions caused by any third party;

(e) I am in good health and in a physical condition suitable to take part in the Tour;

(f) I do not suffer from any mental infirmity, allergy, physical disability, medical condition, or any other significant issue that could affect my ability to take part in the Tour;

(g) I have informed Explore WA 4WD Adventures of any condition, including medical conditions, that may affect my participation, including but not limited to any heart condition, pregnancy, allergies, or back and/or neck problems;

(h) I am not under the influence of drugs, medications, or mind-altering substances which may affect my understanding of safety instructions or my ability to participate safely;

(i) I accept that conditions in which the Tour or its activities are conducted may vary without warning;

(j) I have received, listened to, and understood a safety briefing in relation to the Tour;

(k) I will follow all reasonable instructions given to me by Explore WA 4WD Adventures and its representatives; and

(l) I will use all equipment, including safety gear, as instructed.

Acknowledgement

I, the Participant, hereby acknowledge and agree that:

(a) I have read this agreement thoroughly and fully understand its terms;

(b) I have had the opportunity to ask all questions about the Tour and this agreement; and

(c) I execute this agreement voluntarily.

If signing as a parent / guardian

If I am signing this agreement as a parent/guardian on behalf of a person under the age of 18, I hereby agree that:

(a) I have the authority to sign this agreement on behalf of the Participant; and

(b) I fully indemnify Explore WA 4WD Adventures and its employees, servants, agents, and representatives from any and all claims and actions which may be made by or on behalf of the Participant arising from or related to participation in the Tour, including but not limited to property loss or damage, bodily injury, and death.

NO.	Name	Signature
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Passenger Signature List
 Tour Name:
 Date:
 Explore WA Rep Sign: