# Liability Waiver & Risk Acknowledgement

## Explore WA 4WD Adventures

XPLRNOZ Pty Ltd
ABN 45 697 673 779
ACN 697 673 779
Trading as Explore WA 4WD Adventures

Effective Date: 6 May 2026

## RELEASE, WAIVER AND ACKNOWLEDGEMENT OF RISK

Activity ("the Adventure"): Four-wheel driving, remote-area travel, camping, bushwalking, swimming, fishing and associated outdoor activities.

This agreement applies to participation in Adventures operated by XPLRNOZ Pty Ltd trading as Explore WA 4WD Adventures ("Explore WA").

By accepting this agreement, the Participant acknowledges that participation in the Adventure involves inherent risks and that this agreement may affect the Participant's legal rights.

Participants should read this agreement carefully and ask Explore WA any questions before accepting it.

Nothing in this agreement is intended to exclude, restrict or modify a right or remedy which cannot lawfully be excluded, restricted or modified.

## IMPORTANT WARNING

Participation in an Explore WA Adventure involves recreational activities that may expose Participants to significant physical risks, including the risk of serious injury or death.

By accepting this agreement, the Participant acknowledges and voluntarily accepts the inherent and obvious risks associated with the Adventure.

To the extent permitted by law, this agreement excludes, restricts or modifies certain rights and liabilities that might otherwise arise in relation to the recreational services supplied by Explore WA, including certain liabilities arising from a failure to exercise reasonable care and skill.

This agreement does not exclude liability that cannot lawfully be excluded, including applicable liability for significant personal injury caused by reckless conduct.

## 1. Inherent and Obvious Risks

The Participant acknowledges that four-wheel driving, remote-area travel, camping, bushwalking, swimming, fishing and associated outdoor activities involve inherent and potentially significant risks.

These risks may include, without limitation:

(a) rough, steep, uneven, slippery or unstable terrain;

(b) unsealed roads and remote tracks;

(c) corrugations, washouts, erosion, rocks, sand, mud, ruts and other track hazards;

(d) river, creek and water crossings;

(e) bogging, vehicle immobilisation and vehicle recovery operations;

(f) winching, snatch recoveries, towing and the use of recovery equipment;

(g) vehicle collision, rollover, mechanical failure, tyre failure or other vehicle damage;

(h) rapidly changing road and track conditions;

(i) extreme heat or cold, storms, lightning, fire, smoke, flooding and other weather or environmental conditions;

(j) dehydration, fatigue and exposure;

(k) wildlife, insects, vegetation and other natural hazards;

(l) falling trees, branches, rocks or other natural objects;

(m) walking, hiking, swimming, fishing and camping hazards;

(n) slips, trips and falls;

(o) interaction with other vehicles, participants, road users and third parties;

(p) limited or unavailable mobile telephone and internet coverage;

(q) remoteness from towns, fuel, repair facilities, medical assistance and emergency services;

(r) delayed medical treatment, rescue or evacuation;

(s) equipment failure or malfunction;

(t) damage to or loss of vehicles, camping equipment or personal property; and

(u) bodily injury, illness, permanent disability or death.

The Participant acknowledges that this list is not exhaustive and that not every risk associated with remote-area and recreational activities can reasonably be anticipated or eliminated.

The Participant voluntarily accepts the inherent and obvious risks associated with participating in the Adventure.

## 2. Participant Responsibilities

The Participant acknowledges and agrees that:

(a) they are responsible for considering whether they are physically and medically capable of participating in the Adventure;

(b) they will disclose to Explore WA before departure any medical condition, allergy, injury or other circumstance that may materially affect their safe participation or emergency treatment;

(c) they are responsible for carrying any medication or personal medical equipment they reasonably require;

(d) they will not participate in an activity or operate a vehicle while adversely affected by alcohol, illegal drugs, medication or another substance that makes participation unsafe;

(e) they will comply with reasonable safety and operational instructions given by Explore WA and the Adventure Leader;

(f) they remain responsible at all times for the control and operation of their own vehicle;

(g) they will advise the Adventure Leader if they do not feel capable or comfortable undertaking a particular obstacle, water crossing, track, recovery or activity;

(h) they are responsible for ensuring their vehicle and personal equipment are suitable, appropriately maintained and prepared for the Adventure;

(i) they will use safety and recovery equipment in accordance with reasonable instructions;

(j) they acknowledge that conditions may change without warning and routes, activities and plans may need to be modified accordingly; and

(k) they will not intentionally place themselves, another participant, Explore WA personnel or another person at unreasonable risk.

## 3. Vehicle and Recovery Risk

The Participant acknowledges that four-wheel driving and remote-area travel may result in vehicle damage or deterioration including scratches, bush pinstriping, stone chips, tyre damage, punctures, underbody contact, water ingress, mechanical failure or other damage.

The Participant accepts the ordinary and inherent risks associated with operating their vehicle in these environments.

Where Explore WA, another participant or a third party assists with spotting, towing, winching, snatch recovery or another vehicle recovery operation, reasonable care will be taken.

The Participant acknowledges that vehicle recovery itself involves inherent risks and that additional damage to a vehicle, recovery equipment or other property may occur despite reasonable care being taken.

The driver remains responsible for deciding whether they and their vehicle can safely negotiate any particular terrain, obstacle or crossing.

Advice, spotting, route guidance or recovery assistance provided by Explore WA does not transfer control or responsibility for the Participant's vehicle to Explore WA.

## 4. Assumption of Risk, Exclusion of Liability and Release

The Participant acknowledges that the Adventure involves recreational activities, including four-wheel driving, remote-area travel, camping, bushwalking, swimming, fishing and associated outdoor activities, which may involve a significant degree of physical exertion and/or physical risk.

The Participant voluntarily participates in those activities at their own risk and accepts the inherent and obvious risks associated with them, including the risks identified in this agreement and any additional risks identified in safety briefings or risk warnings provided by Explore WA.

To the maximum extent permitted by law, including section 139A of the Competition and Consumer Act 2010 (Cth) and section 5J of the Civil Liability Act 2002 (WA), the Participant agrees that contractual and statutory guarantees, warranties and duties relating to the provision of recreational services are excluded, restricted or modified to the extent permitted by those provisions in respect of liability for death, physical or mental injury, disease or other personal harm arising from participation in the Adventure.

To the maximum extent permitted by law, the Participant releases XPLRNOZ Pty Ltd trading as Explore WA 4WD Adventures, together with its directors, employees, contractors, guides, agents and representatives, from liability for personal injury, death or other harm arising from the Participant's participation in the recreational activities comprising the Adventure, including where such liability arises from a failure to exercise reasonable care and skill, to the extent that liability may lawfully be excluded.

This exclusion and release does not apply to liability that cannot lawfully be excluded, restricted or modified and, in particular, does not exclude liability for significant personal injury caused by reckless conduct where such liability cannot lawfully be excluded under section 139A of the Competition and Consumer Act 2010 (Cth).

Nothing in this agreement excludes, restricts or modifies any consumer guarantee, statutory right, remedy or liability beyond the extent permitted by applicable Commonwealth or Western Australian law.

## 5. Risk Warnings

The risks identified in this agreement are intended to constitute express warnings concerning the risks associated with the recreational activities undertaken during the Adventure.

Additional risk warnings, safety instructions or briefings may be provided verbally or in writing before or during the Adventure as conditions become known.

The Participant acknowledges that remote-area conditions can change rapidly and that it may not be possible to identify or warn against every possible risk in advance.

The Participant agrees to consider and comply with reasonable risk warnings and safety instructions provided by Explore WA.

## 6. Third Parties

The Participant acknowledges that an Adventure may involve independent third-party providers and other persons whose actions are outside Explore WA's direct control.

These may include accommodation providers, ferry and barge operators, Traditional Owner and cultural tourism providers, pastoral stations, campgrounds, landowners, charter operators, transport providers and other tourism or service providers.

Explore WA is not responsible merely because injury, loss or damage results from an act or omission of an independent third party.

Nothing in this clause excludes liability that Explore WA may have under applicable law for its own acts or omissions.

## 7. Safety Briefings and Instructions

The Participant agrees to:

(a) participate in safety briefings provided by Explore WA;

(b) listen to and reasonably comply with safety and operational instructions;

(c) correctly use safety and recovery equipment where instructed;

(d) advise Explore WA where an instruction is not understood;

(e) immediately advise the Adventure Leader of a safety concern they become aware of;

(f) not undertake an obstacle or activity where they reasonably believe they are incapable of doing so safely; and

(g) not intentionally place themselves, another participant or another person's property at unreasonable risk.

The Participant acknowledges that they remain responsible for their own decisions and actions, including the operation of their vehicle.

## 8. Medical Conditions and Emergency Assistance

The Participant is responsible for considering whether they are medically and physically capable of participating in the Adventure.

The Participant agrees to advise Explore WA of any medical condition, allergy, injury or other circumstance that may materially affect their safe participation or the provision of emergency treatment.

The Participant remains responsible for carrying any medication or personal medical equipment they reasonably require.

If the Participant becomes injured, ill or otherwise requires emergency assistance, the Participant authorises Explore WA to contact emergency services and arrange or assist with medical assistance, rescue, evacuation or transportation where reasonably considered necessary.

The Participant acknowledges that Adventures may operate in extremely remote locations and that emergency assistance, rescue, evacuation or medical treatment may be significantly delayed or unavailable.

The Participant remains responsible for charges imposed by third-party medical, evacuation, rescue, transportation or emergency service providers except where Explore WA is legally responsible for those costs.

## 9. Participant Acknowledgement

By accepting this agreement, the Participant acknowledges that:

(a) they have read and understood this Liability Waiver & Risk Acknowledgement;

(b) they understand the nature of the Adventure and the inherent and obvious risks involved;

(c) they understand that participation may result in property damage, injury, illness, permanent disability or death;

(d) they have had the opportunity to ask Explore WA questions regarding the Adventure and this agreement;

(e) they voluntarily choose to participate;

(f) they understand that this agreement may affect their legal rights;

(g) they voluntarily accept the inherent and obvious risks associated with participation;

(h) they agree to comply with reasonable safety and operational instructions; and

(i) they have also read and agreed to the applicable Explore WA 4WD Adventures Terms & Conditions.

## 10. Participants Under 18

Where a Participant is under 18 years of age, a parent or legal guardian must acknowledge this agreement on their behalf.

The parent or legal guardian:

(a) confirms that they have authority to consent to the minor's participation;

(b) acknowledges the nature and inherent risks associated with the Adventure;

(c) consents to the minor participating in the Adventure;

(d) agrees to ensure, so far as reasonably practicable, that the minor complies with applicable safety instructions; and

(e) agrees to provide Explore WA with relevant information reasonably necessary for the minor's safe participation.

Nothing in this section is intended to require a parent or legal guardian to waive, indemnify or release Explore WA from liability to the extent that such liability cannot lawfully be excluded, transferred or waived.

## 11. Relationship With Explore WA Terms & Conditions

This Liability Waiver & Risk Acknowledgement forms part of the Participant's Adventure documentation and should be read together with the applicable Explore WA 4WD Adventures Terms & Conditions and Adventure-specific information.

If any provision of this agreement is inconsistent with a right or obligation that cannot lawfully be excluded, restricted or modified, that statutory right or obligation will prevail to the extent of the inconsistency.

## 12. Severability

If any provision of this agreement is found to be invalid or unenforceable, that provision will be read down to the extent necessary or, where it cannot be read down, severed from this agreement.

The remaining provisions will continue to operate to the maximum extent permitted by law.

## 13. Governing Law

This agreement is governed by the laws of Western Australia.

The Participant and Explore WA submit to the jurisdiction of the courts and tribunals of Western Australia, subject to any applicable law providing otherwise.

## 14. Acceptance

By signing, electronically acknowledging or otherwise accepting this Liability Waiver & Risk Acknowledgement, the Participant confirms that they have read and understood this agreement and accept it voluntarily.

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