

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Claims

By booking a tour with Wild Tasmania Tours, you are agreeing to the release of liability, waiver of claims, assumptions of risks and statements in this document in addition to Wild Tasmania Tours Terms and Conditions. You will waive certain legal rights including the right to sue. Please read carefully.

While travelling with Wild Tasmania Tours, we make our best effort to ensure your safety at all times, however, travel is not without certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay or inconvenience, and cancellation or curtailment. All persons taking part are required to accept these and other risks as a condition of their participation.

I am aware that there are inherent risks, dangers and hazards to which I may be exposed while participating on a Wild Tasmania Tour, including but not limited to the following: theft, vandalism or loss of personal property; motor vehicle or traffic accidents and a poor road and transportation system; exposure to wildlife; different environmental and weather conditions; hazards resulting from political unrest, military and/or terrorist activity, previous or present; and tour cancellation or curtailment or cancellation of individual activities due to weather, flooding, epidemic, illness, political disturbances, terrorism, motor vehicle accidents, transportation problems, failure to perform on the part of local travel guides or airline companies, problems relating to customs, immigration or visa requirements.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

In consideration of Wild Tasmania Tours allowing my participation, I agree as follows:

- To waive any and all claims that I have or may have in the future against Wild Tasmania Tours and its Directors, employees, agents and independent contractors (all of whom are hereinafter collectively referred to as “the Releasees”);
- To release the releasees from any and all liability for any loss, damage, injury or expense that I might suffer, or that my next of kin may suffer as a result of my participation due to any cause whatsoever, including breach of contract, or tortious acts or omissions (including negligence) on the part of the releasees;
- To hold harmless and indemnify the releasees from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation;
- I understand that it is my responsibility to learn as much as possible about the risks of travel and to weigh those risks against the advantages, and to decide whether or not to participate;
- This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.
- I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney’s fees and any costs incurred by that person in defending such action.
- **Swimming:** There are opportunities where participants may choose to swim during free time on Tour. This may include dams, ocean, lakes, rivers and tarns. These bodies of water are not patrolled by lifesavers. Participants choose to swim at their own risk. Risks include but are not limited to submerged objects, extreme cold, dangerous animals, ocean currents and rips, and rough conditions. Participants should assess the conditions and their own abilities before entering the water. Participants agree to never enter a body of water head first.
- **Physical Fitness:** I acknowledge that Tours require a moderate level of fitness, which may include physical exertion for which I may not be prepared. I am aware of being prepared for weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from.
- **Personal Safety:** I acknowledge that the enjoyment and excitement of the proposed form of tour is derived in part from the inherent risks incurred by travel and activity beyond the accepted

safety of life at home or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation.

- **Personal Conduct:** It is expected that all Tour participants will behave responsibly in looking after themselves and their property. The participant has applied for and accepts a position on the Tour on the understanding Wild Tasmania Tours will not in any way be responsible for any loss or damage suffered to person or property suffered by a participant other than such loss or damage being caused as a direct result of negligence on the part of Wild Tasmania Tours. All Tour participants are responsible for their own conduct at all times. I also understand that I am responsible for any damage I cause to the employees.
- **Following Directions:** I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Wild Tasmania Tours staff and I accept that non-compliance may result in injury, death or permanent disability. I understand that non-compliance may result in my removal from the tour. As a participant on the tour, I accept full responsibility for my behaviour, well-being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel. I agree to hold neither Wild Tasmania Tours, nor its staff liable in any way should any harm come to me.
- **Alcohol Use:** I acknowledge and understand the dangers associated with the consumption of alcohol, agree that I am solely responsible for removing myself from participation in the tour if at any time I feel unable to complete or participate.
- **Medical Treatment:** I agree that if I suffer injury or illness Wild Tasmania Tours or its staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. I understand that Wild Tasmania Tours will not be responsible for any medical costs associated with an injury I may sustain.
- **Health and Health Insurance:** Applicant warrants that he or she is currently enrolled in a health insurance program that provides coverage for expenses incurred while participating in this tour.
- **Media:** I agree to grant the owners of this tour to a worldwide, royalty-free licence to use my photographic, video, or digital likeness solely for promotional, educational, and/or commercial purposes.

I acknowledge that I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein and I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity.

By purchasing the tour, I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability by my own free will. I am not relying on any oral, written nor visual representations or statements by Wild Tasmania Tours or its staff or any other inducement or coercion to go on the tour.

Should you not agree or accept the terms of this waiver following a Tour purchase, please contact Wild Tasmania Tours within 48 hours of purchasing (or prior to commencement of your tour if purchased within 48 hours of tour commencement) for a full refund. It is otherwise assumed it is accepted and standard refund terms apply, as outlined in our Terms and Conditions.