



Agreement between 4wdadventureoz.com and the Client (Tour Participant(s) or Passenger(s)).

"4wdadventureoz.com" is Glenn Marshall trading as 4wdadventureoz.com. The term "Tour Operator" in this agreement shall include all of 4wdadventureoz.com servants, agents, employees and subcontractors. The term "Client" refers to any paying or non-paying participant on a 4wdadventureoz.com tour.

- 1) This document (agreement) and the attached 4wdadventureoz.com Tag-a-long Tours Terms and Conditions contains all the trading terms of a proposed contract between the Tour Operator and the Passenger.
- 2) Words imparting the singular or plural or the masculine or feminine gender shall, where the context permits, include the plural or singular or the feminine or masculine gender, as the case requires.
- 3) In this document the term Tour Operator is defined as all of 4wdadventureoz.com servants, agents, employees and subcontractors.
- 4) The Tour Operator shall not be bound by additional written or oral terms unless such terms are in writing, attached to this document and signed by management of 4wdadventureoz.com.
- 5) The Tour Operator is not a common carrier and reserves the right to refuse to carry any Passenger, goods or luggage without giving any reason.
- 6) When a tour is cancelled, delayed, changed, shortened or not completed, levels of refunds (if any) shall be as per 4wdadventureoz.com Tag-a-long Tours Terms and Conditions document.
- 7) In the case of the Tour Operator having to cancel a tour for any reason under the Tour Operators control, levels of refunds shall be as per 4wdadventureoz.com Tag-a-long Tours Terms and Conditions document.
- 8) The Tour Operator will at all times endeavour to adhere to the quoted departure and arrival times and it is agreed that due to the nature of outback travel the scheduled arrival/departure times can not always be guaranteed and that the Tour Operator shall not be held liable for any failure to meet the stated arrival times, including any additional costs to the client(s) that may result from such late arrivals or departures.
- 9) The Tour Operator reserves the right to substitute other suitable vehicles for his own in the event of breakdowns or other circumstances beyond the Tour Operators control and the resulting unavoidable transfer of client(s) and their luggage.
- 10) The Tour Operator shall not be liable for any damage, theft, loss or additional expenses whether directly or indirectly due to or consequential upon late arrivals, late departures or changes to the tour itinerary.
- 11) The Tour Operator shall not be liable in any way for sickness of or injury, loss or damage to any client or for the damage to or the loss of any of the client(s) property however caused or otherwise arising in any way out of the Tour Operator's services to the client or any other person. The Tour Operator strongly recommends that the client(s) take out adequate Travel and Medical Insurance.
- 12) Where the services of any other person or corporation are provided during the tour, it is understood and agreed that the Tour Operator is only acting in the capacity of an agent for his client(s) to procure or to arrange those services and can not accept any responsibility whatsoever for the actions and/or defaults of such operators.
- 13) In the case of Group Tours, Private Tours or Custom Tours the Tour Operator may increase the total cost, in the event of the tour exceeding the agreed to duration due to track conditions, inclement weather, breakdowns or other delays in reaching the tours final destination and the tour group or client(s) shall be liable to the Tour Operator jointly and severally for any such additional cost at a rate not exceeding the pro rata daily cost for each additional day.
- 14) The Tour Operator at all times reserves the right to change or cancel any part/section of the tour itinerary should that be necessary due to road/track or weather conditions or any other circumstances beyond the Tour Operators control, including but not limited to mechanical breakdown. The Tour Operator shall not be obliged to, but may in its sole discretion provide a refund of any part of the deposit or total tour price to a Client for such amount and on such terms and conditions as it thinks appropriate.
- 15) The Tour Operator reserves the right to disembark or remove from the trip at any place where other transport is available any Client(s) who act(s) in an abusive, disruptive or otherwise antisocial manner, who is under the influence of drugs or alcohol or his or her mental condition is in the opinion of any servant, agent, employee or subcontractor of 4wdadventureoz.com such as to render him or her incapable or participating in the tour (including but not limited to driving a vehicle) or is a risk or hazard to any other person or property, it is necessary for the protection of other Client(s) or property, or the Client breaches any term or condition contained in this agreement or the attached 4wdadventureoz terms and conditions or fails to observe any instructions, directions, conditions, notice, custom, law or statute. If a Client is disembarked or removed from a tour, the Tour Operator will not provide a refund of any part of the deposit or total tour price to that Client.
- 16) The Client(s) shall comply with the instruction of the Tour Operator's servants, agents, employees and subcontractors in relation to all matters directly or indirectly related to the tour and services provided by the Tour Operator. The Client(s) shall comply with all terms and conditions contained in this agreement and the attached 4wdadventureoz terms and conditions and all applicable laws, statutes, customs, regulations, by-laws and any other rules.
- 17) The Client(s) shall be responsible for any loss or damage incurred or suffered as a direct or indirect result of any breach of any term or condition contained in this agreement or the attached 4wdadventureoz terms and conditions or fails to observe any instructions, directions, conditions, notice, custom, law or statute.
- 18) A Client(s) shall not carry alcohol, explosives, weapons or any other items which are prohibited or banned to be carried under any law, statute, custom, regulation, by-law or any other rule into any area, land, estate, river, ocean or property where such items are prohibited or banned.
- 19) Each Client is required to obtain appropriate vaccinations for the proposed destinations and areas of travel.
- 20) This Agreement is required to be signed by each client in **duplicate**. In the case of children under the legal age the parent/custodian may sign for them in the space provided, alongside the name of each of the dependent children.
- 21) Attached to this document is an ASSUMPTION OF RISK SIGNATURE FORM. Each Passenger must sign that ASSUMPTION OF RISK SIGNATURE FORM. In the case of passengers being below the legal age the signature of a Parent or the Legal Guardian of the Child(ren) is required.

For 4wdadventureoz.com: Glenn Marshall _____ Date: _____



ASSUMPTION OF RISK SIGNATURE FORM

Description of Activity: *Outback Adventure Tour*

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and waiver of Liability, it cannot be excluded.

1. In this document, 4wdadventureoz.com is defined as Glenn Marshall trading as 4wdadventureoz.com, the CUSTOMER is defined as a paying tour participant and the OPERATOR is defined as all of 4wdadventureoz.com servants, agents, employees and subcontractors
2. The CUSTOMER must disclose any pre-existing medical or other condition that may affect the risk that either the CUSTOMER or any other person will suffer injury, loss or damage.
3. The CUSTOMER acknowledges that the OPERATOR relies on the information provided by the CUSTOMER, and the CUSTOMER states that all such information is accurate and complete.
4. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol or any mind altering substance before or during the described activity, and the CUSTOMER accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind altering substance.
5. The CUSTOMER agrees with the OPERATOR that the CUSTOMER will obey and will comply with all rules and directions made or given by the OPERATOR in connection with the described activity. If a CUSTOMER fails to comply with the OPERATORS rules and/or directions, the CUSTOMER may not be permitted to continue the described activity as per the Terms and Conditions contained in the attached agreement between the OPERATOR and CUSTOMER. In such circumstances, 4wdadventureoz.com will not provide a refund of any part of the deposit or total tour price to that CUSTOMER.
6. The CUSTOMER accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
7. The CUSTOMER agrees to indemnify the OPERATOR against all claims made by any other person against the OPERATOR in respect of any injury, loss or damage arising out of or in connection with the CUSTOMERS failure to comply with any term or condition contained in this document, the attached 4wdadventureoz.com Terms and Conditions or the attached agreement between 4wdadventureoz.com and the CUSTOMER or fails to observe any instructions, directions, conditions, notice, custom, law or statute.
8. The CUSTOMER agrees and acknowledges that, to the extent permitted by law, the OPERATOR shall not be liable for any injury, loss or damage suffered by the CUSTOMER or by any other person, arising from or in connection with the CUSTOMER'S participation in the activity, whether such injury, loss or damage was caused directly or indirectly by the negligence of the OPERATOR or otherwise, or by the OPERATOR'S servants or agents. The CUSTOMER also agrees and acknowledges that, to the extent permitted by law, the OPERATOR shall not be liable for any injury, loss or damage to any property suffered by the CUSTOMER or by any other person, arising from or in connection with the CUSTOMER'S participation in the activity, whether such injury, loss or damage to any property was caused directly or indirectly by the negligence of the OPERATOR or otherwise, or by the OPERATOR'S servants or agents. The CUSTOMER hereby agrees to release the OPERATOR, its servants, employees, directors, subcontractors and agents from and indemnify the OPERATOR, its servants, employees, directors, subcontractors and agents against all liability or claims resulting from personal injury, death, property damage or loss of any nature whatsoever sustained by the CUSTOMER or others arising from or in connection with the organisation or conduct of the activity or the CUSTOMER'S participation in the activity howsoever caused whether or not such loss or damage is caused or contributed to either directly or indirectly as a result of any negligent or intentional acts, defaults, or omissions on the part of the OPERATOR, its servants, employees, directors, subcontractors and agents.
9. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties, covenants and stipulations are hereby excluded.
10. All accidents, injuries, loss or damage to persons or property must be reported by the CUSTOMER to the OPERATOR before the CUSTOMER leaves the OPERATOR'S property/tour.
11. If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that the OPERATOR may provide evacuation, first aid and medical treatment at the CUSTOMER'S expense, and the CUSTOMER'S acceptance of these terms and conditions constitutes the CUSTOMER'S consent to such evacuation, first aid and/or medical treatment and to payment by the CUSTOMER any associated expenses or costs.

ALL SECTIONS MUST BE COMPLETED

Please print Name and Address: _____

_____ Age: _____

Pre-existing medical condition? _____

NOTE: Each tour participant is to carry sufficient medication, if required, considering any foreseeable incidents or delays. If medication is required, the tour participant is required to carry a letter from his or her doctor detailing the medical condition and the requirement for medication

For Children below the legal age Please list each child's name and date of birth below.

Are you the Mother, _____ Name: _____ DoB _____
Father, _____ Name: _____ DoB _____
or the Legal Guardian _____ Name: _____ DoB _____
Please tick one. Name: _____ DoB _____
Name: _____ DoB _____

For children's pre-existing medical condition please give details on back of sheet.

Ability/Experience level (if applicable): **Beginner** **Intermediate** **Advanced**

EMERGENCY CONTACT DETAILS

Please list two emergency contacts

Name: _____ Phone Number _____

Name: _____ Phone Number _____

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Date signed: _____ **Signature:** _____

Date signed: _____ **Signature:** _____