

Participant Name:

Parent (if Participant under 18) Name:

Inherent Risks

Whilst there are many benefits to the Tour, like all activities the Tour involves some risk of injury that are inherent to the Tour "inherent risks". The inherent risks include:

- over-exertion,
- slips and falls during the Tour;
- collisions with other participants or with stationary objects;
- erratic or careless behavior of other people, or animals;
- unforeseen health issues such as allergies or heart attack.

You acknowledge and agree that you have read and understood that the Tour contains inherent risks. You understand the demands of the Tour relative to your abilities (or that of your minor child), and you appreciate the types of injuries that may occur as a result of activities and their potential impact on your well-being and lifestyle (or that of your minor child). You confirm that your participation (or that of your minor child) is voluntary and that you (and your child) knowingly assume all inherent risks.

We will endeavour to maintain the safety of the Tour. However, we require your co-operation to maintain the safety of the Tour by you agreeing to obey all Health and Safety Rules and Conduct Rules and alert the staff to any dangerous behaviour of co-participants.

Health and Safety Rules

It is your duty to:

- possess a sufficient level of skill and physical fitness for safe participation in the Tour;
- have no health problems that would make participation in the Tour unwise;
- inform staff and cease exercise immediately if you feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation;
- attempt only activities that you feel capable of performing safely; and
- stop any activity on the Tour if you believe its unsafe.

In case of an emergency, you authorise us to

- administer emergency first aid and/or CPR when deemed necessary by coaches, staff or volunteers;
- secure emergency medical care or transportation where we decide it is necessary; and
- seek any medical attention, treatment, surgery or administration of drugs by qualified and licensed medical personnel.

You further agree to assume all costs of emergency medical care and transportation.

Conduct Rules

You must conduct yourself appropriately during our Tours. If you engage in any of the following we may, at our sole discretion prohibit your entry or remove you from our Tours.

- any inappropriate or offensive conduct including but not limited to, any insults or profanity, conduct that is religiously, racially, or sexually offensive, or threatening or abusive;
- any immoral or illegal conduct;
- any conduct that impersonates any other person or misleads other participants;
- any overly inebriated conduct or intoxication where you are being disruptive;
- any disrespectful conduct;
- any photography or videos where not permitted.

If you consider that someone is breaching the conduct rules, please notify your host immediately so that we can address the issue immediately.

Release and indemnity

In consideration of permission to participate in the Tour, you, your spouse, heirs, parents or guardians, personal representatives, and assigns ["Releasing Parties"] release us from all Claims. You also agree to indemnify us from and against any all Loss and damage arising out of or in connection with any damage to third parties occasioned by, incident to, arising out of, or in connection with your or your child's participation.

You acknowledge and agree that you have read this Agreement and understand that you are giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. You acknowledge that you are voluntarily signing this agreement, and intend your signature to be a complete release of all liability.

SIGNED _____

DATED:

Definitions:

Claim means any claim, under statute, tort, contract or negligence, any demand, award or costs.

Loss or damage means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, personal injury, death, negligence, trespass, property damage, loss of enjoyment and legal costs.

We/ us or our means Brizabout Private Tours [ABN 66926835143] and includes all its owners, directors, officers, affiliates, employees, volunteers, independent contractors, and agents.