

**Ozziebuddy Bush Walking Tours**

**www.ozziebuddy.com**

**Ph:- 0490 781 700**

**RELEASE and WAIVER of LIABILITY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Date of Birth: \_\_\_ / \_\_\_ / \_\_\_\_\_ Sex:- Male  Female  (Please Tick)

Walking/Running Experience:  very experienced walker  occasional walker

never taken long walks  very experienced runner  occasional runner

Emergency Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

**WARNING of RISK**

A. By participating in the activity of bush walking, you do so at your own risk and assume sole responsibility for any injury, death or property damage you may suffer that arises from your participation in this activity.

B Ozziebuddy Bush Walking Tours, it's servants, agents, (such as the hotel providing your current accommodation), officers, employees, contractors and volunteers (hereinafter collectively referred to as Ozziebuddy Bush Walking Tours) are not medical practitioners. They cannot provide advice and/or treatment as medical practitioners..

C. If you are medically unfit for the activity of walking on bush trails, you should seek medical advice from a medical practitioner before participating in this activity.

**ACKNOWLEDGEMENT**

1. I agree to comply with all traffic and road laws while participating in this activity.
2. I agree to comply with the instructions and directions of Ozziebuddy Bush Walking Tours and I will participate in this activity in a responsible manner, exercising caution and common sense at all times.
3. I acknowledge that any misconduct by me or failure by me to follow the designated walking tracks as well as the traffic and road laws and/or such instructions and directions by Ozziebuddy Walking Tours can result in me not being permitted to participate in this activity further and I will not be eligible for a refund.

4. I understand that non-compliance may result in injury, death or permanent disability as a result of my failure to comply.
5. If I am acting as a parent/guardian for a minor child, I consent to the minor child participating in this activity and I agree to take full and sole responsibility for the child's safety and participation in this activity.
6. I acknowledge that certain medical problems may arise if I undertake and participate in this activity without obtaining advice from a medical practitioner beforehand.
7. I certify that I have no physical, mental or medical condition that would be affected by the participation in this activity.
8. I acknowledge that I am solely responsible for ensuring that I have adequately and appropriately prepared myself both physically and mentally for participation in this activity.
9. I acknowledge that there may be no or inadequate facilities for treatment or transport of me if I am injured.
10. I authorize Ozziebuddy Bush Walking Tours to act for me according to their best judgment in any medical emergency requiring medical attention. All medical expenses and transport costs incurred will be my responsibility or the responsibility of my family.
11. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during this activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this activity.
12. I permit Ozziebuddy Bush Walking Tours to use any photographs, videotapes, recordings or any other records taken while I am participating in this activity for publicity, advertising or other similar purpose.

### **RELEASE and INDEMNITY**

In consideration of being permitted by Ozziebuddy Bush Walking Tours to participate in this activity, I know, understand, agree and accept that:

1. I have read the above Warning of Risk and Acknowledgement and I recognize and acknowledge that there may be risks of death, physical injury and damage or loss to property to participants of this activity.
2. I have of my own desire and freewill undertaken to participate in this activity.
3. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin hereby fully indemnify, release and hold harmless Ozziebuddy Bush Walking Tours from all claims, demands, actions and suits (including costs, interest and expenses) which at any time hereafter be brought by any person against Ozziebuddy Bush Walking Tours for personal injury, disability, death or property damage or loss suffered by any such person caused by or arising out of or in any way related to this activity.
4. I knowingly and freely assume all risks, both known and unknown, regardless of severity and even if arising from the negligence of Ozziebuddy Bush Walking Tours or others, and assume full responsibility for my participation or that of whom I am signing for as the legal guardian of a minor child.
5. I acknowledge that this Release and Waiver of Liability is governed by the law of the State of Queensland, the Courts of which have exclusive jurisdiction and is intended to be interpreted as broadly as possible in favor of Ozziebuddy Bush Walking Tours.

6. I acknowledge that if any part of this Release and Waiver of Liability is determined to be unenforceable, all other parts shall be given full force and effect.

**You should not sign this Release and Waiver of Liability unless you have read it and understood its terms and conditions.**

**By signing this document, you assume full responsibility for all risks, whether known or unknown, and agree to waive your legal rights.**

**By signing this Release and Waiver of Liability, you acknowledge its contents and agree to be bound by its terms.**

I have read this Release and Waiver of Liability and Warning of Risk, and I fully understand its terms. I understand that signing this document affects my legal rights. I have also read the above and explained it to the minor child for whom I have legal responsibility. I sign this document freely and voluntarily without any inducement, duress or undue influence.

I understand that my signature to this document constitutes a complete and unconditional release of all liability of Ozziebuddy Bush Walking Tours to the greatest extent allowed by law in the event of me and/or the children under my care, suffering death or injury or damage/loss to property.

**Participant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Participants under the age of 18 years must also have a parent or legal guardian sign below.**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and I acknowledge, understand and accept all of the above. I release and agree to indemnify and hold harmless Ozziebuddy Bush Walking Tours from any and all liabilities arising from my minor child's participation in this activity even if arising from the negligence of Ozziebuddy Bush Walking Tours.

**Parent/Guardian's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_