

CONTRACT: ACKNOWLEDGEMENT of RISKS, DISCLAIMER and CONSENT

We do not want to cause you unnecessary concern by asking you to read and sign this contract. We just ask that you take the information offered seriously.

Our caving tours can be more adventurous, dangerous or extreme when compared to experiences in regular "show caves." Show caves are those developed and/or presented as suitable for general visitor access. In some, a professional guide accompanies each group, while in others exploration is allowed without a guide (self-guided; self-timed). In contrast, Wild Cave Tours' caves are "wild" (natural or undeveloped). Unlike most show caves, wild caves have little or no artificial provision for your safety or convenience such as fixed lighting, steps, paths, railings. We provide expert supervision and equipment to reduce risks to participants and to protect the caves, in compliance with licence conditions and in a manner appropriate for each tour group.

There is no possibility of communication with rescue or medical personnel from inside the caves, and phone signals are not available at all localities on the surface.

LEGAL

The contract is formed in Tasmania, Australia, where the activities are conducted. As such, it is subject to the laws, first of Tasmania and second of the Commonwealth of Australia. Any legal action arising out of any contract with Wild Cave Tours can be heard only in a Tasmanian court, or may be appealed to an appropriate Commonwealth court. Relevant legislation includes, in Tasmania: the Civil Liability Act 2002, the Motor Accidents Insurance Board Act and the Fair Trading Act; and for the Commonwealth: the Competition and Consumer Act 2010.

If you are under the age of 18, then this contract can only be made on your behalf by your parent or legal guardian (a person appointed by a court to replace your parents).

RISK MANAGEMENT AND SAFETY

***This contract intends to reduce the liability of the operator to those items over which she/he has control. Some risks are beyond the control of your leader/s.***

- A. Pay close attention to and follow safety rules and leaders' instructions
- B. Share responsibility for avoiding and minimising risks and
- C. Develop a questioning attitude.

Settings may include, but are not limited to: tracks and roads, forests, caves and streams. Activities may include, but are not limited to, transport by motor vehicles, caving, bush walking and abseiling. Please ask your leader(s) if unsure about the risks. If you are still in doubt, it may be best if you do not participate. Your involvement in any activity offered is your choice. It is not compulsory for you to continue the tour once it has started.

Each activity has many associated dangers (hazards and perils)

Wild Cave Tours and its employees, contractors and volunteers have a duty of care to do their best to provide for your safety. Although safety procedures taken by your leader(s) provide some protection against risks, accidents are always possible. Personal injury may still arise, not necessarily due to negligence on the part of the leader(s). Every participant has a responsibility to act in a safe and alert manner and to seek further information if unsure about any activity offered. Your leader(s) will respond to the best of their ability and training to any danger that may arise to prevent injury or limit further injury.

Emergency response

In case of medical or accident emergency, your leader(s) may need to leave you to be able to communicate with emergency services (such as ambulance). In case such situation arises, it is in your interests to disclose information on any existing health condition or injury using the form provided.

DISCLAIMER and CONSENTS

Please read the following statements carefully then sign and date the form below. I have read, understand and agree that:

1. This program includes **physically demanding activities** that may be conducted in an area remote from phone signal and medical facilities and therefore not readily accessible by professional rescue or medical services.
2. The activities carry certain **inherent risks** including, but not limited to, injury or fatality resulting from falling, cold or heat exposures, drowning, flooding, biting or stinging animals and plants, equipment misuse or malfunction, food and transport.
3. I acknowledge that while my leader(s) are experts and take every reasonable effort to minimise exposure to known risks, there can be **unforeseen dangers** associated with these activities.
4. I have a **personal duty** to learn and to follow safety guidelines and procedures established by Wild Cave Tours and to act in a safe, responsible and helpful manner toward other participants.
5. Because **the trip leader(s) have a duty of care** to act in the best interests of the whole group, my continued participation is at their absolute discretion.
6. I must notify the trip leader(s) if any **change occurs to my health and fitness** during the activities.
7. I consent to the trip leader(s) providing me with **medical treatment** to the level of their competence as needed and, if required, to obtain professional emergency medical or rescue services on my behalf.
8. I am responsible for **costs levied by professional medical rescue** (ambulance) services so obtained.
9. Consistent with information supplied in this Contract, and as may be further explained by my activity leader(s), **hazards may arise during the normal course of activities taking place in a natural environment**. Hazards may occur that are not necessarily due to negligence of the leader(s). In this context, I will hold harmless Wild Cave Tours and its employees, contractors and volunteers from liability for damage, injury or loss **associated with factors that are beyond their control**.

*If you are under 18 years, this contract must be signed by your parent or legal guardian.*

Participants:

Name (please print).....Signed.....

Name.....Signed.....

Name.....Signed.....

Name.....Signed.....

Name.....Signed.....

Date...../...../.....Witnessed ..... (trip/camp leader or co-ordinator)