

CONTRACT and ACKNOWLEDGEMENT OF RISKS.

Members of the Tasmanian Licensed Guiding Operators' Association, hereafter referred to as TLGOA, offer members of the public the opportunity to engage in activities which are best described as adventurous, dangerous or extreme. Your involvement in any activity offered by a member is by your choice. There is no compulsion on any member of the public to pay a fee or continue with an activity once it has started.

The contract is formed in Tasmania, a state of the Commonwealth of Australia, and will be completed in that state. 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 a TLGOA member 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 Trade Practices Act 1974 as amended.

If you are under the age of eighteen, the age at which you are deemed able to take responsibility for your own actions under Australian Law, then this contract can only be made on your behalf by your parent or legal guardian. A legal guardian is a person appointed by a court to replace your biological parents.

If you are in any doubt about this contract's meaning please talk with your leader(s) about it. If you are still in doubt, it may be best if you do not participate in the activities. This contract intends to reduce the liability of the operator to those items over which he/she has control.

INTRODUCTION TO RISKS & SAFETY

Please do not enrol in this activity if you believe it to be PERFECTLY safe. IT IS NOT. Nothing is! While your leader(s) are skilled and experienced, they are unable to guarantee total protection from all risks. You MUST:

- A - pay close attention to and follow safety rules
- B - take responsibility for avoiding or minimising risks, and
- C - develop a questioning attitude.

This program takes place outdoors and away from civilisation. It may involve self-sufficient travel in primitive or wilderness settings, and professional medical assistance may be hours away. Outdoor settings present some inherent dangers which may result in accidents. You should be aware of exactly what you are committing yourself to by enrolling in this program. If in doubt, please ask.

One course may involve several activities or settings:

The nature of our activities is such that movement in the outdoors takes place by different methods and through different environs. Activities may include, but are not limited to, carrying equipment for safety and existence and adventurous pursuits such as caving and bush walking inter alia. Settings may include, but are not limited to: tracks or roads, forests, caves and streams. The caves are in a largely natural state (without constructed paths, steps or fixed ladders).

Each activity has many associated dangers, hazards and perils:

These dangers may include, but are not limited to, rock fall, lightning, flash floods, moving water, blizzards, adverse weather, temperature extremes, offensive animals, poisonous plants, snakes, equipment malfunctions or misuse, human misjudgement and car accidents.

Safety procedures are taken to provide some protection against risks:

These procedures may include, but may not be limited to: using safety equipment such as ropes or climbing tapes, helmets or lights: avoiding dangers by detouring, modifying or aborting an endeavour; and responding to events in a manner which may prevent further losses.

Nevertheless, ACCIDENTS ARE ALWAYS POSSIBLE:

Clients must realise that potential accidents may include, but may not be limited to, drowning, hypothermia (cold exposure), hyperthermia (heat stroke), food poisoning, cuts, sprains, bruises, fractures, arterial bleeding, concussion, spinal cord damage and death. Clients must also do everything possible to help reduce the potential for accidents. Accidents occur when human and environmental dangers combine at the same time. Any participant in an adventure program such as this has the fundamental responsibility to act in a safe and alert manner to prevent the combination of dangers and thus avoid accidents.

WAIVER of CLAIMS

I _____ (students full name)

Of _____ (address)

agree to the following conditions, each of which I have read and have initialled.

READ THE FOLLOWING STATEMENTS CAREFULLY. INITIAL EACH STATEMENT, THEN SIGN IN THE SPACE PROVIDED AND DATE THE FORM.

STATEMENT	INITIALS
I have read the Information Sheet and understand the aims of the program.	
I agree to do my best to help prepare for the activities.	
I agree not to use tobacco in the cave(s) or alcohol or any illegal drugs during any part of the trip, and comprehend that such use may lead to my expulsion from the course and that the cost of removing me to a place of safety will be mine.	
I agree to follow all lawful instructions and guidelines given by the trip leader(s) and to act in a safe and responsible manner toward all participants.	
I accept that my continued participation is at the absolute discretion of the trip leader(s).	
I will notify the trip leader(s) of any changes to my health and fitness which may occur during the activity.	
I fully comprehend and willingly assume the responsibilities and risks of participating in this activity, as outlined in the advertising material and brochures and as further explained by the operator and/or trip leader(s).	
I understand the safety information supplied at the start of the program.	
I understand that food and transportation associated with this activity is my own responsibility and is undertaken at my own risk.	
I accept the fact that while the trip leader(s) are skilled and experienced, they cannot guarantee my total safety as some risks are beyond their control.	
I am sufficiently fit (socially, mentally and physically) to participate in the activity.	
I have completed a medical disclosure form with information that is accurate, true and complete to the best of my knowledge.	
I give permission for the trip leader to obtain emergency medical or rescue services for me should I become injured or ill. This authority continues even if I am unconscious or in a coma. I agree to pay all costs involved with such medical treatment or rescue.	

By signing in the space below, I agree to fully absolve **Wild Cave Tours** and its employees, contractors and volunteers from all liability for any damage, injury or loss which might be sustained while involved in this activity.

Signature of Participant : _____ Date: _____

Signature of Parent / Guardian: _____