TERMS & CONDITIONS, WAIVER 0F LIABILITY FORM – PARTICIPANTS

These terms and conditions (Participants) contain important information. It is essential that you read them carefully and understand them.

Thank you for using "MAN AND DOG BUSH ADVENTURES" ABN 119 176 544 53, trading as “Man and Dog Bush Adventures.” Our services are provided to you subject to those terms and conditions. These are incapable of amendment or waiver by an employee, agent or representative of Man and Dog Bush Adventures or by any other supplier. These terms and conditions are to be read in conjunction with the Booking Terms and Conditions both of which govern your participation in the tour.

1. **Parties:**

These terms and conditions (including the exclusion of liability) bind you (the person specified below beside “your full name” and all persons under you legal care including minors. You warrant that you have authority to enter into these terms and conditions on behalf of those persons including any minors. In particular, you warrant that you have the authority to give releases and indemnities set out in these terms and conditions on behalf of those persons.

References in these terms and conditions to Man and Dog Bush Adventures includes (where context permits) our employees, property/campsite land holders and managers, contractors and suppliers and these terms and conditions (including exclusions from liability) apply to their benefit.

1. **Acknowledgements:**

Travelling with Man and dog Bush Adventures requires a degree of flexibility, good humour and an understanding that modes of transport, destinations and itineraries may change, even after the tour has commenced, without prior notice due to circumstances beyond our control or when we deem it to be necessary such as flight delay, cancelation or postponement due to notorious weather in far North Queensland regions or other unpredictable circumstances such as landslides, road blockages, floods, political unrest or delay of arrival etc. Accordingly, we reserve the right to amend, vary, reroute or cancel our tours and we cannot guarantee exact arrival or departure times. Tours may not (in our discretion) if minimum numbers are not achieved. We will advise participants as soon as possible if tours don’t proceed under this clause.

You acknowledge and agree that participation in our tours is voluntary.

You must comply with our directions and advise while undertaking the tour and for matters related to the tour. You must also comply with all laws and legal requirements while participating in the tour.

You acknowledge that participation in the tour involves group interaction with other participants and Man and Dog bush Adventure tours. You agree to at all times to act decently and with respect to other participants and Man and Dog Bush Adventures. You must not cause or create any nuisance to other participants, Man and Dog Bush Adventures or the general public and must treat the environment with respect.

We may cancel your participation in a tour at any time without any liability if you breach any of these terms and conditions or if there are reasonable grounds for us to do so.

1. **Client’s responsibilities:**

Participants are responsible for selecting a program appropriate to their abilities and interest. In order to assist you with a suitable itinerary we are happy to discuss in detail the tour you are interested in. Participants are held responsible for being in good health to undertake the tour and also for preparing for the tour by studying the itinerary and any pre-departure information supplied, and for bringing the appropriate clothing, equipment and personal documentation as advised therein.

You must make Man and Dog bush adventures aware prior to travel any information paramount to your safety whilst on the tour for example, limited or no swimming ability or medical conditions such as epilepsy etc. that can prove dangerous in the bush environment.

1. **Medical Issues**

It is the responsibility of each participant to choose a program appropriate to his or her health and fitness level. If you suffer from and known medical conditions you must let us know in advance. Please ensure that you carry with you sufficient supplies of any medications you may require, even if you do not use them regularly. Also, if you wear glasses it is a good idea to have a second pair with you. Our package and tour prices do not include travel or medical insurance so please make sure you are adequately covered. You might also want to consider trip cancellation insurance. Please consult with your health care advisor about and medical issues concerning your trip, including vaccination advice and malaria precautions.

Man and Dog Bush Adventures and the property/campsite landholders/managers are not liable for the sickness or injury of any tour participant. You warrant to us that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in or completing the tour. It is your responsibility to ensure that you are medically capable of completing the tour.

You acknowledge that tours are carried out in areas with limited medical services. You herby authorise Man and Dog Bush Adventures to take such action as is necessary (but without any obligation on Man and Dog Bush Adventures to do so) for the provision of medical services at your cost including but not limited to the arrangement of any medical evacuation service by air and or road, the attendance of any nurse, doctor, paramedic or ambulance officer and any necessary hospital service. You must pay on time the costs of those services to the provider of those services or reimburse Man and Dog Bush Adventures within seven (7) days of demand.

You are not entitled to any refund for any part of a tour that you missed do to sickness, illness or injury or due to other circumstances outside the control of Man and Dog Bush Adventures.

1. **Travel Insurance:**

Participants must have adequate travel insurance. If you trip includes ‘adventure activities’ this insurance must cover death, personal incident, medical expenses, air ambulance, air rescue, loss of effects, repatriation costs and all other expenses which may arise as a result of death, loss, damage, injury, delay, inconvenience occurring to the participant. When obtaining travel insurance, the participant must inform the insurer of the type of travel to be undertaken, especially when “adventure activities” are included in the trip. It is also highly recommended that all passengers take out trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

1. **Liability:**

You release MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” and the property/campsite landholders/managers at Forever Wild from all claims and liabilities arising out of or relating to your participation in the tour including (but not limited to) actions (or inactions) of MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” and property/campsite landholders/managers at Forever Wild undertaken pursuant to these terms and conditions and including those caused or contributed to by third parties including suppliers to MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” and property/campsite landholders/managers at Forever Wild and other participants on the tour. For the purpose of the clause “claims” means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgement, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.

You indemnify MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” and property/campsite landholders/managers at Forever Wild for any loss suffered by it and against all claims (as defined in the preceding paragraph) and liabilities arising out of or related to you participation in the tour and any breach by you of these terms.

MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” and property/campsite landholders/managers at Forever Wild may suspend its obligations under the terms and conditions if its ability to perform is effected by circumstances outside its control including cyclones, storms, fires, earthquakes, explosions, embargos, government directives, or any law or regulation, litigation or labour dispute, act of god (such as flood) or terrorism or any other cause which is beyond our reasonable control.

Unless required by law or otherwise expressly agreed in writing by MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” no refunds are payable and no claims may be made if you do not complete a tour regardless of the reason. You acknowledge that you cannot claim compensation or seek damages if MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53, Trading as “Man and Dog Bush Adventures” and property/campsite landholders/managers at Forever Wild exercises any of the rights conferred on it by these terms and conditions unless these terms and conditions expressly provide otherwise.

1. **Forever Wild Warranties, Indemnities and Limitation of Liability**

To the extent permitted by law, you agree to indemnify and keep indemnified, Forever Wild (Limited) and any of its directors, officers and employees from and against all loss, damage, or liability whatsoever incurred or suffered (including legal fees and costs) by any person arising directly or indirectly out of actions or omissions by Forever Wild (Limited) and Man and Dog Bush Adventures when conducting its Business Activities.

Except for liability in relation to breach of Non-excludable Condition, to the extent permitted by law Forever Wild (Limited) specifically disclaims any liability to Man and Dog Bush Adventures, and each and every Guest for any loss, damage, cost or expense (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, lost profits, loss of goodwill, service interruption, the cost of substitute products or services, damages for personal, bodily or emotional injury or distress, loss of revenue, production, opportunity, access to markets, reputation, any indirect, remote, abnormal, or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs, schedules or time, loss or damage relating to any inaccuracy of information provided, loss relating to the state, adequacy or nature of any fixture, fitting or improvement, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with Forever Wild (Limited) and its Reserve, inability to use or continue to use the Reserve or any temporary or permeant inaccessibility of the Reserve, even where Forever Wild (Limited) was expressly advised, aware or reasonably likely to be aware of the likelihood of such loss or damage or where such loss or damage was avoidable.

Except for liability in relation to a breach of any Non-excludable Condition, and to the extent permitted by law Forever Wild (Limited) is not liable for any Consequential Loss arising out of or in any way connected with the Reserve or Man and Dog Bush Adventures.

Except for liability in relation to any Non-excludable Condition, the Forever Wild’s (Limited) Reserve is accessed on an "as is" basis, and without any warranty, guarantee or condition, representations, express or implied, which is not stated in this waiver. To the extent permitted by law, Forever Wild (Limited) and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to extent allowed by law.

You enter the Reserve at your own risk. Forever Wild (Limited) will not in any circumstances be liable to you for any damage or loss to the business, reputation, goodwill, plant, equipment, or any other property.

By signing this waiver you accept the terms which acknowledge the limitations of liability and provide the indemnities as specified in this Clause 7.

Where a Guest is under the age of eighteen (18) years such acceptance must be provided from the parent or legal guardian of that Guest.

Forever Wild (Limited) will not, under any circumstances, be liable for any loss of profits resulting from the termination of a tour or Agreement with Man and Dog Bush Adventures, a refusal to renew or extend the term of any Agreement, or the restrictions or interruption of access to all or any part of the Reserve.

**Man and Dog Bush Adventure Publicity:**

You give permission for MAN AND DOG BUSH ADVENTURES ABN 119 176 544 53 Trading as “Man and Dog Bush Adventures” to use images (including still and video) of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

**Your Full Name:** Click here to enter text.

**Please Sign date and save.** Click here to enter a date.

**If under 18, parent or guardian signature is required.**

