

WATER BY NATURE

RELEASE OF LIABILITY & ASSUMPTION OF ALL RISKS

PLEASE READ CAREFULLY

THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

ASSUMPTION OF RISKS

FRANKLIN RIVER DAY RAFTING 200

I, _____, acknowledge that I have voluntarily applied to participate in the Franklin River rafting expedition designated on this form, or to a trip to which I may subsequently transfer. I am voluntarily participating in the trip with the knowledge that the travel to remote areas visited by this trip involves numerous risks and dangers including but not limited to:-

- Physical exertion to which I may not be accustomed;
- Bodily injury; strains; fractures; paralysis; disease; death;
- The hazards of travelling in a raft, canoe or kayak in rough and turbulent river conditions, (including being thrown into unfamiliar water, risks inherent in water fights, swimming, entrapment under the water, and other risks related to white water activities); and using paddles and other equipment;
- Extremes of weather and temperature including sudden and unexpected change;
- The possibility of accident and illness remote from normal medical services and difficulties of evacuation;
- Risks of travelling in steep and rugged wilderness terrain including rock fall, tree fall and walking on slippery, uneven and unstable ground;
- Consumption of alcoholic beverages.

I acknowledge that the enjoyment and excitement of rafting and adventure travel in general, is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.

RELEASE

I acknowledge that the cost of all WATER BY NATURE trips has been based upon trip participants executing this Release of Liability and Assumption of Risks. Therefore as lawful consideration for being permitted to participate in such trip(s), I hereby RELEASE AND DISCHARGE WATER BY NATURE AND ITS AGENTS AND EMPLOYEES AND PARKS TASMANIA FROM AND AGAINST ANY AND ALL LIABILITY ARISING, FROM MY PARTICIPATION IN THE TRIP. I agree that this release shall be legally binding upon myself, all minors under the age of eighteen years travelling with me, my heirs, successors, next of kin, assigns, and legal representatives it being my intention to fully assume all the risk of travel and release WATER BY NATURE from any and all liabilities to the maximum extent permitted by law. I understand all applications are subject to acceptance by WATER BY NATURE, and upon acceptance shall be deemed to have been entered into and to be performed in Hobart Tasmania Australia. In the unlikely event that a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply:-

- (a) the disputes shall be settled by binding arbitration through the courts of Tasmania Australia;
- (b) the dispute will be governed by the laws of Tasmania;
- (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the cost of my trip as paid to Water By Nature.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under booking information on the Peregrine / Water By Nature brochure especially noting those regarding cancellations and refunds. In entering this agreement I am not relying on any representations made by or on behalf of Water by Nature. I understand that this is a legally binding and enforceable contract and sign it of my own free will.

Executed this _____ day of _____, 200__ in Hobart Tasmania.

Signature of applicant _____
(Parent or guardian must sign if the applicant is under 18 years of age)

Signature of witness _____

Water By Nature Tasmania Pty Ltd

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