

TERMS AND CONDITIONS

WATER BY NATURE TASMANIA PTY LTD

ACN 106 665 847

Rafting, by its nature is an inherently dangerous sport. Although **Water by Nature** will take every precaution to ensure your safety and enjoyment, please be aware that accidents can happen. Because much of the rafting experience occurs in remote locations, access to medical care can be limited and evacuation difficult. In addition for these same reasons there is always the possibility of a disruption of travel plans. These terms and conditions limit Water by Nature's liability, and define your rights and obligations. **Please read them carefully.**

How To Book

1. Please send a deposit of AU\$100 per person together with your signed booking form, to Water by Nature. The balance of your tour cost is due 35 days before departure.

Cancellation by client - fees apply

2. More than 30 days prior to departure - **deposit not refunded**
Between 30 days and 8 days prior to departure - **75% of trip cost**
7 Days or less prior to departure - **100% of trip cost**
3. If you cancel your booking less than 30 days prior to departure, Water by Nature will make every reasonable effort to re-sell your booking. However, Water by Nature is under no obligation to take extraordinary measures to try to fill your spot on the trip. You may at your own expense, try to sell the booking yourself. Cancellation charges may be recoverable on your insurance. There is no refund for arriving late or leaving a trip early.

Alteration by Water by Nature

4. The Franklin River rafting trips are true expedition holidays. There are many rapids some require strenuous portages. The weather is unpredictable and you should follow the clothing lists provided closely. The weather conditions can also lead to dramatic changes in water levels that can mean additional portages and changes to planned itineraries.

Cancellation by Water by Nature

5. In the unlikely event that Water by Nature cancels your tour **before** the scheduled meeting time and date we will offer you alternative arrangements or we will refund all your payments made to Water by Nature and will not be liable for any additional costs incurred by you. All tours are subject to **minimum** numbers, your tour can usually be confirmed thirty days before departure. If your tour is cancelled **after** the scheduled meeting time and date there can unfortunately be no refunds. We may however, depending on the circumstances of your cancellation and available space, offer you a place on another departure.

Included

6. All rafting equipment and safety equipment including wetsuit and whitewater sprayjacket, waterproof river bag, professional guides, all transport (including seaplane transfers at the end of five and ten day trips), satellite phone for emergency communications, meals and camping equipment, and one nights accommodation on the Lower Franklin five day trip.

Not Included

7. Airfares (except where stated), travel insurance, sleeping bag, extra meals, drinks, and any items of a personal nature.

Liability Release

8. In addition to this form you will be required to sign another waiver of liability at the pre departure meeting for your tour. A copy of that form is available on the website www.franklinrivertasmania.com or by request.

IMPORTANT INFORMATION REGARDING RISKS, DANGERS AND SAFETY IF YOU HAVE ANY QUESTIONS – PLEASE ASK

9. Please do not book this tour if you believe it to be perfectly safe. **IT IS NOT.** While your guides are skilled and experienced, they are unable to guarantee total protection from all risks. **YOU MUST:-**
 - a) Pay close attention to and follow safety instructions, particularly the pre-rafting safety talk;
 - b) Take responsibility for avoiding or minimizing risks; and,
 - c) Develop a questioning attitude.
10. Once rafting on the water has commenced it may be very difficult to leave this tour before, or in some situations after its scheduled finish date. The 7 day expedition has been delayed for 24 hours several times in the past due to high water levels.

It is possible to walk out of the tour from the junction of Collingwood and Franklin Rivers on Day 1 (easy), The Irenabyss on Day 3 (difficult), and Finchams crossing on Day 3 - 4 (difficult) or be air lifted out by helicopter in emergency situations. Once on the river, at certain points it may be difficult or dangerous to stop or turn back. It is possible to walk around many, but not all rapids, please let your guide know if you wish to do this. The Franklin River often rises 3 metres and occasionally up to 5 metres in 6 hours, we usually have plenty of warning when this is going to occur. The river level can also drop quickly, we may wait for this to happen depending on the river section we intend to run.

11. This expedition takes place in a remote wilderness setting, should an accident occur it might take hours or even days to get professional medical attention and evacuation may be difficult and prolonged.
12. The Frenchman's Cap walk (optional) involves an ascent and descent of more than 800 metres to the ridge line (great views) and 1400 metres should you choose to climb to the summit. At the end of the 7 day tour there is a steep ascent of ~350 metres up steps, ladders and chains with a backpack of your personal equipment. The 5 day tour involves a steep descent of the same route.
13. The most difficult level of rapid run on most tours is grade 4 - intense, powerful but predictable rapids requiring precise boat handling in turbulent water. Depending on the level they may feature large unavoidable waves (up to 3 metres in height), drops (up to 2 metres in height), and holes (stoppers or hydraulics) or constricted passages requiring fast manoeuvres under pressure. Rapids may require "must" moves above dangerous hazards. Scouting is necessary the first time down. Risk of injury to swimmers is moderate to high, and water conditions may make self-rescue difficult. Group assistance for rescue is often essential but requires practised skills.
14. Activities may include, but are not limited to, carrying equipment for safety and existence, preparing food for consumption and adventurous pursuits such as whitewater rafting, kayaking, canoeing, liloing, swimming, walking, climbing, camping, 4 wheel driving and flying in single engine aircraft. Settings may include but are not limited to wild rivers, highways or roads, forests, mountains, snowfields, cliff faces, caves, beaches and lakes.
15. Each activity has many associated risks (hazards and perils). These dangers may include but are not limited to, risks of walking on slippery, uneven, steep and unstable ground, consumption of alcohol, rockfall, treefall, avalanches, lightning, flash floods, swiftly moving water, extremes of weather and temperature (including sudden and unexpected change), offensive animals, poisonous plants, poisonous snakes, equipment malfunctions or misuse, human misjudgement and motor vehicle or airplane accident. The hazards of travelling in a raft, canoe, or kayak in rough and turbulent river conditions, including being thrown into unfamiliar water, diving into shallow water, water fights, swimming, entrapment under the water, using paddles and other equipment and other risks related to whitewater activities and physical exertion to which I may not be accustomed.
16. Safety procedures are taken to provide some protection against risks. These procedures include but are not limited to - using safety equipment such as helmets, personal floatation devices and ropes, instruction and demonstration, avoiding dangers by detouring, modifying or aborting an endeavour.
17. Potential accidents include, but are not limited to, drowning, hypothermia (cold exposure), hyperthermia (heat stroke), food poisoning, cuts, sprains, bruises, fractures, arterial bleeding, concussion, spinal cord damage and death. Participants must do everything possible to help reduce the potential for accidents. Accidents occur when human and environmental dangers combine. You have the fundamental responsibility to act in a safe and alert manner and thus avoid accidents.
18. The activities you will be engaged in do often require a reasonable level of physical fitness and agility. If you are unsure of your ability to participate because of your physical or mental condition you should contact Water by Nature and/or speak with a physician prior to booking a trip. **If you require any medications, you should ensure you take enough with you to last the trip. Any medication you take with you is your responsibility.**

DISPUTES

19. This 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 Water by Nature 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, and the non excludable and applicable legislation of any other state of Australia.
20. If any part of these terms and conditions or booking information is determined by a court to be unenforceable, the remainder of the booking information, terms and conditions shall be unaffected and shall continue in full force and effect.

WAIVER OF CLAIMS

I _____ of _____

agree to the following conditions each of which I have INITIALLED:

- I have read, understood and agree to the booking information, terms and conditions. ___
- I accept the fact that while the trip leader and guide are skilled and experienced, they cannot guarantee my total safety as some risks are beyond their control. ___
- I agree to follow all lawful instructions and guidelines given by the trip leader or guide and to act in a safe and responsible manner toward all participants. ___
- I am sufficiently fit (socially, mentally and physically) to participate in this tour / expedition. ___
- I accept that my continued participation is at the absolute discretion of the trip leader. ___
- I agree to the responsible use of alcoholic beverages if they are consumed. ___
- I have completed a medical form with information that is accurate, true and complete to the best of my knowledge. ___
- I will notify the tour leader of any changes to my health and fitness that may occur during the tour. ___

- I give permission for the trip leader obtain emergency medical or rescue services for me should I become injured or ill. This authority continues even if I am unconscious. I agree to pay all costs involved with such medical treatment or rescue. __
- I acknowledge my participation in this whitewater rafting expedition is by my choice and I am not relying on any representations made by or on behalf of Water by Nature. __
- I fully comprehend and willingly assume the responsibilities and risks of participating in this activity, as outlined in the advertising material and brochures, as further explained to me by the trip leader and as described in the booking information, terms and conditions above, which I have carefully read. __
- This waiver, terms and conditions shall be legally binding upon myself, all minors under 18 years travelling with me, my heirs, successors, next of kin, assigns, and legal representatives. __
- By signing in the space below, I agree to fully absolve Water By Nature Tasmania ACN 106665847, its employees, contractors, volunteers, agents and Parks Tasmania from all liability for any damage, injury or loss which might be sustained while on this tour/expedition. __

Signed _____ / ____ / 200 ____

Witnessed – Signed _____

Witness - Print Name _____