

BOOKING INFORMATION

TERMS AND CONDITIONS

WATER BY NATURE TASMANIA PTY. LTD. ACN 106665847

Rafting, by its nature is an inherently dangerous recreational activity, with the ever-present risk of injury. **Water by Nature Tasmania Pty. Ltd.** will take every precaution to ensure your safety and enjoyment, but you will be participating in the trip at your own risk. Because much of the rafting experience occurs in remote locations, access to medical care can be limited and evacuation difficult. For these same reasons, there is always the possibility of a disruption of travel plans. These terms and conditions limit the liability of Water by Nature Tasmania Pty. Ltd. and define your rights and obligations. **Please read them carefully.**

How to Book

1. To book either read and agree to these terms and conditions, complete the online booking form, and pay a deposit of AU\$100 per person. **OR** send a deposit of AU\$100 per person together with your signed booking form, to Water by Nature Tasmania Pty. Ltd. The balance of your trip cost is due 39 days before departure. We will send you a tax invoice and our bank details. Direct credit is the preferred payment method of balances although cheque and credit card are acceptable.

Cancellation by client

2. These cancellation fees apply if you cancel your booking:

- >> If you cancel your booking more than 39 days prior to departure – the **deposit is not refunded.**
- >> If you cancel your booking between 39 days and 8 days prior to departure - **75% of the trip cost is not refunded / is payable.**
- >> If you cancel your booking 7 days or less prior to departure - **100% of the trip cost is not refunded / is payable**

Cancellations must be in writing and preferably be sent by email (rafting@franklinrivertasmania.com). Cancellation charges may be recoverable on your travel insurance.

Transfers and re-sales

3. If you cancel your booking less than 39 days prior to departure, Water by Nature Tasmania Pty. Ltd. will make every reasonable effort to re-sell your booking. If so, you will be refunded the amount received on the re-sale, less the cancellation fee payable. However, Water by Nature Tasmania Pty. Ltd. 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. If need to cancel close to departure and let us know, we will normally offer you a position on another tour on a sub-load basis. There is normally no charge to transfer to another trip of equal duration to the trip booked, if enough notice is given.

There is no refund for arriving late or leaving a trip early.

Itinerary alteration by Water by Nature Tasmania Pty. Ltd.

4. The *Franklin River Rafting*™ trips are true expedition holidays. There are many rapids, some may 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. You accept whatever alterations to itineraries that Water by Nature Tasmania Pty. Ltd. desires to make in these circumstances.

Cancellation by Water by Nature Tasmania Pty. Ltd. and minimum numbers

5. In the unlikely event that Water by Nature Tasmania Pty. Ltd. cancels your tour **before** the scheduled meeting time and departure date, we will offer you alternative arrangements or we will refund all your payments made to Water by Nature Tasmania Pty. Ltd. We 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 by us **after** the scheduled meeting time and departure date there are normally no refunds. However if we cancel a trip soon after it has started, we may offer a partial refund less our expenses or another trip, at our discretion. In more than 10 years of operation we have not yet cancelled a trip less than 20 days before it departed Hobart.

Included

6. Included in the trip cost are all rafting equipment and safety equipment including wetsuit and white water spray jacket, waterproof river bag, professional guides, all transport ex Hobart (including seaplane or yacht transfers to Strahan and coach to Hobart at the end of five day lower, seven day full river and ten day trips), satellite phone for emergency communications, meals whilst on the river and camping equipment. Also included is one nights twin share accommodation on the Lower Franklin five day trip. Check our website or your itinerary for any changes and additional inclusions.

Not Included

7. Not included in the trip cost are airfares (except where stated), travel insurance, sleeping bag, extra meals, drinks, and any items of a personal nature. Check our website or your itinerary for any changes and additional exclusions.

Risk Warning and Liability Waiver

8. Risk Warning: Recreational activities such as white water rafting, kayaking, canoeing, liloing, swimming, walking, climbing, descending, canyoning, camping, caving, 4 wheel driving and flying in single engine aircraft involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others. This warning constitutes a risk warning for the purposes of the Civil Liability Act 2002 (Tas).

Liability Waiver: You will be required to sign a paper copy of this form and a liability waiver at the pre departure meeting for your tour.

A copy of the Liability Waiver is available on the website www.franklinrivertasmania.com/booking or by request.

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

9. Please do not book this trip if you believe it to be perfectly safe. **IT IS NOT.** While your guides are skilled and experienced, they are unable to guarantee 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. **D** Watch the safety videos before you start.

10. Once rafting on the Franklin River has commenced it may be very difficult to leave this tour before, or in some situations, after its scheduled finish date, for operational reasons. The 7 day Upper river 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 to 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 level often rises 3 metres and occasionally up to 5 metres in 6 hours. We usually have plenty of warning when this is might 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 or a serious medical condition occur, it may 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 to 1400 metres should you choose to climb to the summit. At the end of the 7 day tour Upper River 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 river 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 white water rafting, kayaking, canoeing, liloing, swimming, walking, climbing, descending, canyoning, camping, caving, 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, tree fall, avalanches, lightning, flash floods, swiftly moving water, extremes of weather and temperature (including sudden and unexpected change), offensive animals, poisonous plants, poisonous snakes, poisonous insects and spiders, equipment malfunctions or misuse, human misjudgement and motor vehicle or air-plane accident. There are 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 white water activities and physical exertion which are unaccustomed.

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 flotation 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), **falls**, 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 Tasmania Pty. Ltd. 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 the trip will be carried out 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 Pty. Ltd. 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 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 _____ [Name] of _____ [Place]

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 the trip is a dangerous recreational activity and 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, to watch where I am going and be as situationally aware as possible. _____

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 by me. _____

I agree to disclose to Water by Nature Tasmania Pty. Ltd. any medical conditions which may affect my participation on this tour. _____

Water by Nature Tasmania Pty. Ltd. has my permission to publish and use moving and still images of me from this tour for promotional purposes, and waive any copyright I have in those images. Yes / No _____

I agree to participate/volunteer in the Green Guardians program in association with Parks and Wildlife Services Tasmania which may involve activities including wildlife observation and river cleaning. Yes / No _____

I will notify the tour leader of any changes to my health and fitness which 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 that my participation in this white water rafting trip is by my choice and I am not relying on any representations made by or on behalf of Water by Nature Tasmania Pty. Ltd. _____

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. _____

I acknowledge that to the maximum extent permitted by the Competition and consumer Act 2010 (Cth), in the course of the trip I exclude your liability for my death, personal injury, the contraction, aggravation or acceleration of a disease, the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to an individual or community, or that may result in harm or disadvantage to an individual or community. _____

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. _____

To the extent permissible under the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law, I agree to fully absolve Water By Nature Tasmania Pty. Ltd. 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: _____ on the _____ [date]

Witnessed – Signed: _____ Witness - Print Name: _____

RELEASE OF LIABILITY & ASSUMPTION OF ALL RISKS

PLEASE READ CAREFULLY, THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

ASSUMPTION OF RISKS on the FRANKLIN RIVER _____ DAY RAFTING TRIP, STARTING ON _____ [date]

I, _____ [print name], 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; Exposure to falls.
- 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, WATCH WHERE I AM GOING AT ALL TIMES 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: _____.

Photography: I give Water by Nature Tasmania Pty. Ltd. permission to use video and still images of me obtained on this trip for promotional purposes. Yes / No Initials _____

RELEASE

I acknowledge that the cost of all WATER BY NATURE TASMANIA PTY. LTD. 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 TASMANIA PTY. LTD. 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 TASMANIA PTY. LTD. from any and all liabilities to the maximum extent permitted by law. I understand all applications are subject to acceptance by WATER BY NATURE TASMANIA PTY. LTD., 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 Tasmania Pty. Ltd.

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 Water By Nature Tasmania Pty. Ltd. website 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 Tasmania Pty. Ltd.

I understand that this is a legally binding and enforceable contract and sign it of my own free will.

Executed this _____ day of _____, 20____ in Hobart Tasmania.

Signature of applicant _____ Signature of witness _____

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