



## Public Liability

To be covered by Kangaroos Alive Public Liability while conducting a Kangaroo Walk and Talk you must:

1) for the safety of the Participants You must:-

a. ensure that all participants must complete and sign a medical disclaimer and risk acknowledgement form prior to taking part in any of the activities,  
b. provide all participants with a detailed safety briefing on all the activities being undertaken.

c. not sell or supply alcohol to any participant or instructor, marshal or official prior to or during any physical activity, d. ensure that any participant or instructor, marshal or official who is intoxicated will not be allowed to partake or instruct, marshal or officiate in any activity,

e. ensure that there is a suitably qualified first aider available at all times during the activities, if no such first aider is available then all the activities must cease until such person is available again.

f. ensure that if You are operating in the remote areas of Australia that:

i. You notify the local authorities of the route, duration and numbers of participants undertaking the trip;

ii. You have an emergency evacuation plan in force detailing the route and method of the evacuation;

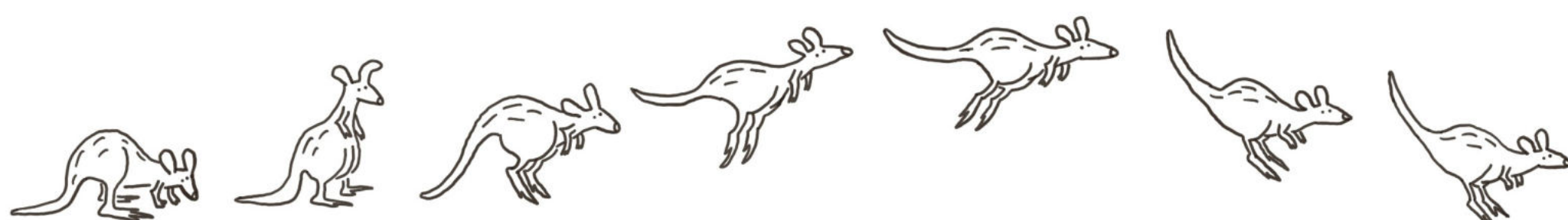
iii. You carry a satellite mobile phone preferably with a Global Position Satellite Receiver

2) for the safety of the Spectators You must :-

(a) ensure that the Spectators are provided with a safety briefing detailing the areas in which they can safely spectate and any potential hazards associated with the venue and the activities being undertaken,

(b) ensure that no Spectators under the age of 18 will be allowed to spectate without being accompanied by a parent or responsible guardian,

(c) ensure that the Spectators are supervised at all times.



# WAIVER

**\*Please read and be certain you understand the implications of signing**

## 1. GENERAL INFORMATION

Participant: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Postal Address (Tick if the same as residential): : \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

In case of an emergency, notify: \_\_\_\_\_

Relationship: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

## 2. DEFINITIONS

“**Activity**” means Kangaroo Walk and Talk and any related activities or events.

“**Claims**” includes but is not limited to any and all liabilities, claims, demands, legal actions or rights of actions for damages, financial or economic loss, or loss or damage to or loss of your property incurred or suffered by you directly or indirectly as a result, in whole or in part, from your participation in the Activity.

“**Released Parties**” means:

1. Kangaroos Alive Ltd (ACN 633 526 271);
2. \_\_\_\_\_,

including all of their parent and group companies’ affiliates, franchisees and their respective assignees, representatives, directors, officers, agents, sub-contractors, employees and volunteers.

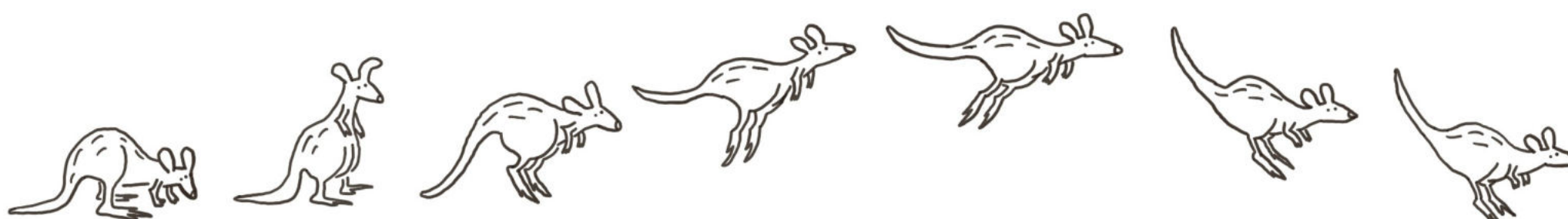
## 3. MEDICAL DISCLOSURE

3.1. The Released Parties require the following information to adequately ensure your health and safety and those of the person(s) who will accompany you on this Activity. Your information is confidential under the *Privacy Act 1988 (Cth)* (Privacy Act). The Released Parties may only disclose your personal information if it is required or authorised by law, where disclosure is necessary to prevent a threat to life, health, or safety, or where otherwise permitted by the Privacy Act.

### 3.2. Declaration of Medical Conditions

Please tick either 1 or 2. If 2 is ticked, please provide the requested information.

1.  I, the Participant, declare that I am physically fit and that I have no physical or medical condition(s) that should preclude me from participating in this Activity.
2.  I, the Participant, hereby disclose medical or other condition(s), and that I am not participating against medical advice or treatment:
  - I have the following allergies (Please provide details):  
\_\_\_\_\_
  - I have the following disabilities/medical condition(s) that may affect my ability to participate in the Activity (Please provide details):



- 3.3. I agree and acknowledge that my health and fitness need to be appropriate for this Activity and that the Released Parties recommend: (a) I should seek medical advice if I am uncertain; and (b) I should not take part in the Activity against that advice.
- 3.4. The Released Parties may require the Participant to cease participation in the Activity should they believe it necessary on medical grounds.
- 3.5. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: (a) there may be no medical care available during the Activity; and (b) if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

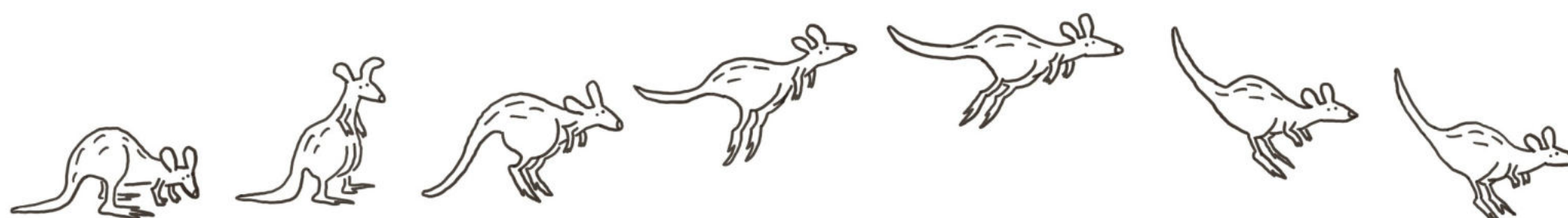
#### 4. ASSUMPTION OF RISK ASSOCIATED WITH THE ACTIVITY AND NATURE-BASED EXPERIENCES

- 4.1. I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the Activity and nature-based experiences, including without limitation:
- 4.1.1. significant risk of injury from the Activity and equipment utilised, including the potential for permanent disability or death;
  - 4.1.2. falling, causing broken bones and/or severe injury to the head, neck and back which may result in severe impairment or even death;
  - 4.1.3. an act of nature, including but not limited to rock fall, bushfire, inclement weather, thunder and lightning, severe and/or varied wind, temperature, snowfall and other weather conditions;
  - 4.1.4. risks associated with crossing, climbing up or down rocks;
  - 4.1.5. risks associated with river crossing, fording or portaging;
  - 4.1.6. possible failure and/or malfunction of my own or others' equipment;
  - 4.1.7. my own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of the Released Parties, including but not limited to an operator error;
  - 4.1.8. cold weather and heat related injuries and illnesses including but not limited to frostbite, hypothermia, heat exhaustion, heat stroke, sunburn and dehydration;
  - 4.1.9. exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and/or varied wind, temperature, snowfall or other weather conditions;
  - 4.1.10. attack by or encounter with insects, animals and/or wildlife;
  - 4.1.11. accidents or illnesses that occur in remote locations where no medical facilities are readily available and/or where rescue may be delayed and time-consuming at best;
  - 4.1.12. fatigue chill and/or dizziness, which may diminish my/our reaction time and increase the risk of an accident; and
  - 4.1.13. my sense of balance, physical coordination, and ability to follow instructions.

**\*I understand the description of these risks is not complete and that there may be unknown or unanticipated risks which could result in injury, illness, or death.**

#### 5. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- 5.1. For myself and for my heirs, next of kin, executors, administrators and assigns, I fully release, waive and forever discharge any Claims, I may have now or at any other time, against any Released Parties and I agree, by accepting the inherent dangers and risks associated with the Activity, not to make any Claims against or seek any compensation from the Released Parties in respect of any physical or mental injury, illness or death suffered by me or damage to or loss of property I sustain arising out of or in connection with my participation in the Activity.
- 5.2. I agree to hold harmless and indemnify the Released Parties from any loss or liability (including any reasonable legal fees they may incur) defending any Claims.





- 5.3. I acknowledge and agree that no Released Parties shall be liable for any personal injury, illness or death, whether caused by active or passive negligence of the Released Parties or otherwise.
- 5.4. I accept that this Waiver is reasonable given the nature of the Activity.
- 5.5. For clarity, and to the maximum extent permitted by law, all Released Parties exclude:
  - 5.5.1. their liability for death or personal injury arising out of or in connection with any failure to comply with any guarantee, term, condition or warranty implied or imposed by the Australian Consumer Law or any similar State or Territory legislation; and
  - 5.5.2. any rights or remedies available for any such failure to comply.
- 5.6. By entering into this Waiver, I am not relying on any oral or written representations or statements made by the Released Parties, other than what is set forth in this Waiver.

**6. PARENT’S OR GUARDIAN’S APPROVAL**

- 6.1. If you are less than 18 years of age, you must obtain your parent’s or guardian’s approval to participate in the Activity, and your parent or guardian must sign this Waiver on your behalf. Where this clause 6 applies, the parent or guardian agrees to the following statements:
  - 6.1.1. as a parent or guardian of the Participant, I authorise the Participant to participate in the Activity and I will accompany the Participant at all times during the course of the Activity;
  - 6.1.2. I have the authority to agree to, and agree to, the terms of this Waiver on behalf of the Participant and in the event the Participant, or anyone acting on his or her behalf, make any Claims, I will hold the Released Parties harmless as described in clause 5; and
  - 6.1.3. in the event of a medical emergency involving the Participant and the Released Parties are unable to contact me, I agree and grant my permission that the Released Parties may provide medical care to the Participant.

**7. MISCELLANEOUS**

- 7.1. This Waiver shall be binding to the fullest extent permitted by law. If any provision of this Waiver is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS WAIVER, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT:

_____	_____	_____
Signature of Adult Participant	(Print) Name of Adult Participant	Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian or Temporary Guardian with legal responsibility for this Participant, do consent and agree not only to his/her release of all Released Parties, but also to release and indemnify the Released Parties from any and all liabilities incident to his/her Participation in the Activity for myself, my heirs, assigns, and next of kin:

_____	_____	_____
Signature of Parent or Adult Legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all Claims that both they and I have	(Print) Name of Parent or Legal Guardian	Date
	_____	_____
	(Print) Name of Minor Participant	Date

