

Physical Prerequisites

Please consider the suitability of such a tour/activity before booking. It is the responsibility of the client to be aware of the fitness level for a particular tour. When in doubt, please call and discuss it with the Get Outside Melbourne team. The client must inform the guide before the start of the event of medical conditions, illnesses or disorders that may be relevant for safety reasons or aggravated during the tour.

Please read the following waiver carefully prior to confirming your booking.

1. In consideration of joining in the event referred to as (the "activity"), I agree and acknowledge that I am fully aware that participation in the experience may involve risks.
2. "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.
3. "Released Party" means Get Outside Melbourne, and all of its representatives and employees.
4. I agree and acknowledge that:

- (a) the Activity may be physically strenuous;
- (b) I am in proper physical condition to participate in the Activity;
- (c) I am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; and
- (d) I understand my physical limitations and am sufficiently aware of those limitations to stop physical activity before I become ill or injured and will do so.

Waiver and Limitation of Liability

5. 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 Party and I agree, by accepting the inherent dangers and risks associated with the Activity, not to make any Claim 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 as a result of my participation in the Activity;

- 5.1. I agree to hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim ;
- 5.2. I acknowledge and agree that no Released Party shall be liable for any personal injury, illness or death, unless caused by the negligence or wrongful act of that Released Party;
- 5.3. I accept that this Release and Waiver is reasonable given the nature of the Activity.
- 5.4. For clarity, and to the maximum extent permitted by law, all Released Parties exclude (i) their liability for death or personal injury arising out of 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 (ii) any rights or remedies available for any such failure to comply.
- 5.5. Nothing in this Release and Waiver excludes, limits or modifies the liability of any Released Party for death or personal injury caused by that Released Party's negligence, fraud or fraudulent misrepresentation.

Medical Disclosure

6. I agree and acknowledge that my health and fitness needs to be appropriate for this Activity and that the Released Parties recommends: (a) I should seek medical advice if I am uncertain; and (b) I should not take part in the Activity against that advice.

- 6.1. The Released Parties reserve the right to refuse any participant the right to commence or require the participant to cease participation in the Activity should they believe it necessary on medical grounds.
- 6.2. I acknowledge and agree that if I falsely provide any of the acknowledgements given in clause 4 or otherwise fail to disclose to any Released Party any matters relevant to my participation in the Activity, and if the Released Parties would have not permitted me to undertake the Activity, or continue participation, had I made a full disclosure, the Released Parties will not be liable for any personal injury, death or property damage or loss I incur. Nothing in the clause excludes or limits a Released Party's liability for death or personal injury which arises as a result of such Released Party's negligence.
- 6.3. 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.

Use of Images

7. I grant my permission to the Released Party, to record my image, voice, likeness and/or name or any part of them ("Image(s)") in any photographs, motion pictures, videotapes, recordings and other references or records of the Activity and to use my Image for any purpose, including commercial use by the Released Party, their sponsors and their licensees. The Released Party may also authorise third parties to exercise these rights on their behalf. This permission is for use anywhere in the world and on the internet and for an unlimited period of time.

- 7.1. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Image and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Image.
- 7.2. I hereby release the Released Party including, without limitation, all persons who took or otherwise created, recorded or modified my Image, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, my Image and the creation, use or disposition of them.
- 7.3. I irrevocably assign to the Released Party, and to any persons who are authorised by the Released Party, any rights I might have in photographs, motion pictures, videotapes, recordings, or any form of marketing or promotions that use my Image. I have no claims, moral rights or other rights in connection with the use of my Image, and consent to all acts or omissions (whether occurring before or after this consent is given) which would otherwise infringe any such moral rights.