

# 1770 Environmental Tours – Activity Participation Indemnity Agreement – Sandboarding

## INTERPRETATION FOR THIS AGREEMENT

'Agreement' – means this Agreement

'Child' – means child under the age of 18, and a child under the guardianship or care of the parent

'Commencement' – means the date and time of signing this Agreement

'Customer' – means You, and where the Customer is a child, Customer includes the Parent signing this Agreement on behalf of the child Customer.

'Equipment' – means Kites and kite boards, Sandboards hired or used by the Customer

'parent' – means parent or guardian

'Activity' – means the activity provided by 1770 and participated in by the Customer – sandboarding, fishing, swimming, climbing of lighthouse stairs

'1770' – means 1770 Environmental Tours Pty Ltd ACN 112 999 130, its servants, employees, agents, directors and officers, subcontractors, and principals.

## DECLARATION

### I, the undersigned, declare that:

1. I am 18 years of age or older, or if I am signing on behalf of a child, I warrant that I am that child's parent or guardian and agree to be bound by the terms of this Agreement.

2. I have no medical disorders or conditions that would cause danger to myself or others while participating in the Activity or using the Equipment.

3. I have not consumed, nor do I use prescribed or non-prescribed drugs that may impair my ability to safely participate in the Activity or using the Equipment.

4. I have not been advised by a medical practitioner to refrain from participating in activities similar to the Activity or using the Equipment.

5. I have received and comprehended safety and operation instructions to operate any Equipment or participate in any Activity. If I have not yet received these safety instructions, I agree that I will not participate in the Activity or use the Equipment unless I have received and comprehended the safety instructions and operation instructions.

The Customer understands and acknowledges that the use of the Equipment and participation in the Activity is a dangerous recreational activity, and both involve activities which are undertaken for the purposes of recreation, enjoyment or leisure and involve a significant physical exertion and physical risk, and that this risk is obvious and inherent.

## RELEASE, WAIVER AND BAR TO PROCEEDINGS

1. I agree that the provisions of Section 61 of the Australian Consumer Law, Competition and Consumer Act (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from my use of the Equipment and participation in the Activity.

2. I agree to indemnify, release and hold harmless 1770 from and against any liability arising out of any injury, loss, damage or death caused to my person ( my child, or my property or any other person or their property arising from or in connection with my participation in the Activity or use of the Equipment, whether such injury, loss, damage or death was caused directly or indirectly by my (or my child's) negligence, breach of contract or any act or omission whatsoever, or 1770's negligence, breach of contract or any act or omission whatsoever, or any other parties negligence breach of contract or any act or omission whatsoever of 1770 and also other than where the injury, loss, damage or death was caused solely by the negligence of 1770, its servants, employees or agents.

3. I agree not to institute any suit, action at law or otherwise against 1770 or the owners of any property upon which the Activities are conducted and, nor to initiate any or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors, or administrators hereinafter may have by reason of injury to my person or to my property arising from the Activities contemplated by this Agreement

Name of Passenger: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

I give permission for today's tour images to be used on social media: YES/NO

Signature \_\_\_\_\_

Date: \_\_\_\_\_