

Activity Participation Indemnity Agreement

DEFINITIONS

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

'Agreement' – means this Activity Participation Indemnity Agreement.

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

'Customer' – means the person that signs this Agreement, or where a Parent is signing on behalf of a Child, the Parent of the Child and the Child.

'Parent' – means a parent or guardian of a Child.

'Child' – means a child under the age of 18 that is a customer and is under the guardianship or care of the Parent.

'Equipment' – means kites, any equipment, and/or sandboards hired or used by the Customer and provided by 1770 LARC Tours.

'Activity' – means any activity or tour provided by 1770 LARC Tours and participated in by the Customer including but not limited to the 1 hour LARC tour, 2 hour LARC tour, 7 hour LARC tour, swimming, sandboarding, fishing, and/or climbing of lighthouse stairs and other LARC associated activities.

DECLARATION

I, the undersigned Customer, declare:

1. I am 18 years of age or older, and if I am a Parent signing on behalf of a Child, I warrant that I am the Child's Parent or guardian and that I agree to supervise the Child and ensure my Child's compliance with this Agreement.
2. I have no medical disorders or conditions that would be aggravated or cause danger to myself or others by participating in the Activity or using the Equipment including but not limited to pregnancy, cardiovascular conditions, seizures, disabilities, diseases, or illnesses.
3. I have not consumed alcohol, nor do I use prescribed or non-prescribed drugs that may impair my ability to safely participate in the Activity or use the Equipment.
4. I have not been advised by a medical practitioner to refrain from participating in activities similar to the Activity or using similar Equipment.
5. I have received and comprehended safety and operation instructions to operate any Equipment or participate in any Activity. If I have not received these safety and operation instructions, I agree that I will not participate in the Activity or use the Equipment.
6. I will at all times, and in all circumstances whatsoever comply with any direction whatsoever given to me by 1770 LARC Tours.
7. I acknowledge that 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.
8. The Equipment is in good condition and safe working order and is safe to use at my own risk.
9. I consent to 1770 LARC Tours taking photos of me and using or distributing same on social media.
10. I acknowledge that under the *Civil Liability Act 2003 (QLD)*, 1770 LARC Tours is not liable for any harm suffered by me due to the materialisation of any obvious or inherent risk due to my participation in the dangerous recreational Activity or use of the Equipment.
11. That where I am a Parent signing on behalf of a Child, that the declarations and statements made in this Agreement are made on behalf of my Child (where appropriate) and I have communicated same to my Child.

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 to the extent permitted by law 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 LARC Tours from and against any liability arising out of, incidental to, or as a consequence of any injury, loss, damage or death caused to my person, my Child, my property or any other person or their property arising from or in connection with, incidental to, or as a consequence of (whether direct, indirect or otherwise) me or my Child's 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 LARC Tour'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 LARC Tours and also other than where the injury, loss, damage or death was caused solely by the negligence of 1770 LARC Tours, its servants, employees or agents.
3. I agree not to institute (directly or indirectly) any suit, action or claim at law or otherwise against 1770 LARC Tours or its directors, servants, employees or agents or the owners of any property upon which the Activities are conducted, 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, my Child or to my property arising from the Activities or use of the Equipment contemplated by this Agreement.