

Indemnity Form
Acknowledgment of Advice and Confirmation of Voluntary Assumption of Risk

I, _____ (Participant name)

Of, _____ (Participant address)

Hereby acknowledge that I have been advised and thoroughly informed of the inherent risks of the advertised Programme and the subsequent Activities.

In particular, I understand that:

1. Nothing in this contract limits or excludes provisions made in the Trade Practices Act (Cwth) 1974 and that despite my signing of this contract I will still have the benefit of consumer protection and certain rights implied under the said Act, which cannot be waived.
2. I am required to notify **Nomad Tours** of any special needs or irregular medical and/or physical conditions that may require medical assistance.
3. I am required to listen carefully to directions and respect the advice of those supervising and guiding during the programme activities.
4. Where applicable, I am responsible for the behaviour of my child/children whilst on the programme and will ensure that they are following the guide's instructions and advice at all times. The names of minors included on this contract are written on the bottom of this form.
5. I am of lawful age and legally consent to sign this liability release, OR, that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital; and that I have signed this document of my own free act.
6. I further understand that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.
7. The programme involves exposure to the natural elements including, but without limiting the generality of sun, high temperatures, wind, storm, slippery and/or unstable surfaces, deep water, water hazards, #dangerous animals (see below), stinging plants and biting insects. Such exposure brings with it attendant risk of sickness, allergic reactions, injury or possibly death or disablement.
8. The programme will be conducted at sites that are remote either by time and/or distance from any facilities and/or communication services.
9. The programme will be conducted at sites that are remote either by time and/or distance from a medical facility or hospital.
10. The programme activities involve certain inherent risks of sunburn, hyperthermia, (heat stroke), blisters, fatigue and physical injury, drowning or near drowning and that such occurrences may result in sickness, death or serious disablement.
11. The programme activities may be physically demanding and in susceptible individuals, may cause heart attack, panic or hyperventilation.
12. The injuries, sicknesses and conditions of the type referred to above may require treatment in a medical facility or hospital.
13. The programme access and exit points will occur at sites that may require the use of a Motor Vessel and/or Private Charter Air Plane. The subsequent journey may be rough and at times uncomfortable.
14. Vehicle transport involves inherent risks of vehicle accident on sealed roads, unsealed roads or Four Wheel Drive tracks and such accidents may result in injury, death or serious disablement.
15. I agree to let **Nomad Tours staff** apply first aid procedures to myself and/or my children if required. I also agree to let **Nomad Tours staff** call for professional emergency services if required and as such, any medical expenses incurred will be at my own expense.
16. I further acknowledge that having been advised of the risks associated with the programme and camping, I wish to undertake the activity with and hereby release and hold harmless to the maximum extent permitted by law Nomad Tours **staff** from any suit, demand or claim arising as a consequence of death or injury received by me during my participation in the said activities.
17. I further acknowledge that having been advised by the principals, servants and / or agents of **Nomad Tours** of the risks associated with the programme and camping and to the maximum extent permitted by law, hereby release and hold harmless its principals, servants and / or agents from any suit, demand or claim arising as a consequence of death or injury received by me and/or my children during my participation in the said activities, or during my participation in any programme and camping activities following completion of the said activities.
18. I further acknowledge that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

Dangerous animals include but are not limited to Wild cattle, buffalo, pigs and horses. Estuarine and freshwater crocodiles. Stinging jelly fish, stone fish, sting rays, centipedes, spiders, scorpions and other stinging insects.

Signature of Participant _____

Date _____

Signature of Parent/Guardian _____

Date _____