



**REGISTRATION, MEDICAL DISCLOSURE, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
ASSUMPTION OF RISK INDEMNITY**

Please read and be certain you understand the implications of signing!

GENERAL INFORMATION

Participants Full Name: _____

Postal Address (Tick if the same as residential) : _____

Residential Address: _____

Home Phone: _____ Mobile: _____ Email: _____

Date of Birth: _____

In case of an Emergency, notify: _____ Relationship: _____

Emergency Contact Mobile: _____ Email: _____

MEDICAL DISCLOSURE

Wolgan Valley Eco Tours requires the following information to adequately ensure your health and safety and those who will accompany you on this tour. Your information is confidential under the *Privacy Act 1988* (Privacy Act). We 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 we are otherwise permitted by the Privacy Act.

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 tour.

2. I, the participant, hereby disclose medical or other conditions, 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 conditions that may affect my ability to participate in this tour (Please provide details): _____

ASSUMPTION OF RISK ASSOCIATED WITH BUSHWALKING AND NATURE-BASED EXPERIENCES

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with bushwalking and nature-based experiences.

1. Risk of injury from the activity and equipment utilised is significant, including the potential for permanent disability or death.
2. Falling, causing broken bones, severe injury to the head, neck and back which may result in severe impairment or even death.
3. An "act of nature", including but not limited to rock fall, bushfire, inclement weather, thunder and lightning, severe or varied wind, temperature, snowfall and other weather conditions.
4. Risks associated with crossing, climbing up or down rock.
5. Risks associated with river crossings, fording's or portaging.
6. Possible equipment failure and/or malfunction of my own or others' equipment.

7. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Wolgan Valley Eco Tours, The Minister for Environment and Energy, the Secretary of the Department of Planning, Industry and Environment and the Crown in right of NSW, Lithgow City Council and Winco Pastoral Company including but not limited to operator error.
 8. Cold weather and heat related injuries and illness including but not limited to frost bite, hypothermia, heat exhaustion, heat stroke, sunburn and dehydration.
 9. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and/or varied wind, temperature, snowfall or weather conditions.
 10. Attack by or encounter with insects, animals and/or wildlife.
 11. Accidents or illness occurring in remote places where there are no available medical facilities and rescue may be distant and time consuming at best.
 12. Fatigue chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 13. My sense of balance, physical coordination, and ability to follow instructions.
- *I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to join a bushwalking tour or nature-based experience, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: Wolgan Valley Eco Tours, The Minister for Environment and Energy, the Secretary of the Department of Planning, Industry and Environment and the Crown in right of NSW, Lithgow City Council and Winco Pastoral Company
2. To release the releasees, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into the Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

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

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTND 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
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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 Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs 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
	(Please Print) Name of Minor	Date