

NATURE WALKERS

AMH TREKKERS AND ADVENTURES

Disclaimer Form

THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR RIGHTS. YOU SHOULD READ IT VERY CAREFULLY AND AGREE TO IT ONLY AFTER YOU HAVE READ IT AND ARE SATISFIED THAT YOU UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS.

I _____ hereby state that as I am participating in “ _____ ” event. I so acknowledge and agree that:

1. "Event Organiser" for the purposes of this application and declaration means and includes "AMH TREKKERS AND ADVENTURES" and includes where the context permits, their respective members, directors, officials, servants or agents. "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not only limited to negligence but does not include a claim against the Event Organiser under any right expressly conferred under the rules and regulations for the Event.
2. If my application is accepted I will be permitted to participate in the _____ Event subject to my complying with this declaration and any reasonable direction issued by the Event Organiser or their representatives. I have read, understood and agree to the Event Rules and "AMH TREKKERS AND ADVENTURES" Codes of Conduct and agree to be bound by them.
3. This document cannot be amended. If I do amend it my application will be null and void and cannot be accepted.
4. Insurance is in place that provides no cover to me whilst I am participating in the Event. I understand that the insurance does not cover me for all injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insurances for the same.
5. This declaration comprises a contract between the Event Organiser and me. It is necessary and reasonable for promoting and conducting the Event.
6. Warning: Participation in the Event can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Event including but not limited to physical hazards, unpredictable and dangerous surf and weather conditions, equipment contact and use and actions by other competitors including collisions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Event.
7. Exclusion of Liability: I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Event Organiser flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Event Organiser will, at the discretion of the relevant organisation, be limited to the resupply of the services or payment of the cost of having the services supplied again.
8. Release and Indemnity: In consideration of the Event Organiser accepting my application for entry to the Event I:

(a) Release and will release the Event Organiser from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Event; and

(b) indemnify and will keep indemnified the Event Organiser to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in the Event.

9. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the Event. I will immediately notify the Event Organiser in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Event Organiser will continue to rely upon this declaration as evidence of my fitness and ability to participate.

10. Rescue, First Aid & Medical Treatment: I consent to receiving any rescue assistance, first aid or medical treatment that the Event Organiser or authorised representatives consider necessary or desirable during the Event. I will accept the assistance, first aid or medical treatment from the Event Organiser or authorised representatives. I agree to reimburse the Event Organiser for any costs or expenses incurred by it in providing me with rescue assistance, first aid or medical treatment.

11. Right to use image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge that such photographs and images are owned by AMH Trekkers and Adventures and AMH Trekkers and Adventures may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event Organiser using my name, image, likeness and also my performance in the Event, at any time by any form of media, to promote the Event.

12. Prevailing conditions: I acknowledge and agree that:

(a) The Event can and will be effected by the weather conditions; and

(b) The Event Organiser cannot control the weather and that the weather conditions may change without warning;

(c) There is an element of the "luck of the prevailing conditions" in undertaking and participating in the Event.

(d) The Event Organiser may postpone or cancel the Event.

(e) I truly understand the risk of entering into the ocean could be dangerous and life threatening. If I do so, it is on my wish and risk.

13. I have provided the information required. By signing below this disclaimer I covenant and warrant that

(a) All information provided is true and correct and

(b) I have read, understood, acknowledge and agree to the above declaration including but not only the warning, exclusion of liability, release and indemnity.

If you are under 18yrs then this form needs to be filled in by your parent/guardian.

Emergency Contact Number:

Personal Contact Number:

Date:

Place:

Source/Reference:

Signature: