



Ningaloo Caravan and Holiday Resort, Winstons Backpackers,
1112 Murat Road, Exmouth 6707 | PO BOX 856, Exmouth WA 6707

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E info@kingsningalooreeftours.com.au

LIABILITY RELEASE & ASSUMPTION OF RISK AGREEMENT

(Liability Release Agreement)

Ningaloo Echo Tours Pty Ltd (ABN 96 142 373 939)
Trading as Kings Ningaloo Reef Tours (KINGS NINGALOO REEF TOURS)

Please read carefully before filling in all the blanks and signing

Participant's Details:

Tour: _____ (the Tour) Date of Tour: __/__/____

Participant's name: _____ (the Participant)

Participant's date of birth: __/__/____

Telephone number: _____

Address: _____

Email address: _____

Guardian's full name: _____

Relationship to Participant: _____

Guardian's Address: _____

Guardian's Email address: _____

Guardian's date of birth: __/__/____ Guardian's telephone number: _____

Emergency Contact: Name: _____

Telephone number: _____

I, the Participant, hereby by affirm that:

1. I voluntarily engage in the recreational activities planned for the trip to NINGALOO REEF and SURROUNDING WATERS, which activities may include but are not limited to BOATING,



SWIM WITH THE *biggest,*
BOOK WITH THE *best*



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SNORKELLING, SKIN DIVING and SWIMMING WITH WHALESHARKS and HUMPBACK WHALES.

2. I understand the hazards of this Tour, including those which may occur on the bus during travel to and from Tantabiddi, which may include, but are not limited to slipping and falling on board, being cut or struck by a boat whilst in the water, and or injuries occurring while getting on or off the boat and other perils at sea.
3. I understand that snorkeling and skin diving are physically strenuous activities and that I will be exerting myself during this excursion,
4. My participation in the Tour may result in injury, illness or loss, including but not limited to, damage to or loss of my property, bodily injury, strains, fractures, partial or total paralysis, catastrophic injury, drowning or death; and
5. by participating in the Tour I hereby assume all risks and dangers and all responsibility for any and all loss and/or damage.

I, the Participant, on behalf of myself, my personal representatives and my heirs, successors and assigns, in agreeing to participate in the Tour and all activities involved in the Tour, agree as follows:

6. The terms herein are contractual and not mere recital.
7. I release, waive, discharge and indemnify KINGS NINGALOO REEF TOURS from any and all claims and actions, which may be made by me or on my behalf, for loss, in any way related to my participation in the Tour, including but not limited to property loss or damage, bodily injury or death.
8. My release, waiver, discharge and indemnity:
 - (a) applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by KINGS NINGALOO REEF TOURS;
 - (b) Is intended to be as broad and inclusive as is permitted by the law of the State of Western Australia; and
 - (c) Does not exclude, restrict or modify the application of the Competition and Consumer Act 2010 (Cth), as amended from time to time.
9. I:
 - (a) participate in the Tour at my own risk, and assume full responsibility for each of the risks and dangers that may arise during or out of my participation in the Tour;
 - (b) have read and understand the Tour Requirements and confirm that I meet the relevant requirements for the Tour;
 - (c) release, waive, discharge and indemnify KINGS NINGALOO REEF TOURS, its directors, employees, servants, volunteers, agents, representatives and assigns from any and all claims and actions, which may be made by me, or on my behalf, caused by



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any action of any third party;

- (d) am in good health and in a physical condition suitable to take part in the Tour;
- (e) do not suffer from any mental infirmity, allergy, physical disability, medical condition or any other significant issue that could affect my ability to take part in the Tour;
- (f) have informed KINGS NINGALOO REEF TOURS of any condition, including medical condition, that may affect, in any way, my participation in the Tour, which includes but is not limited to any heart condition, pregnancy, allergies, and back problems;
- (g) am not under the influence of drugs/medication/mind altering substances, which affect my understanding of safety instructions, or ability to safely participate in the Tour;
- (h) if, prior to the commencement of or during the Tour, my ability to participate in the Tour is effected, for any reason, including but not limited to, due to any condition, including medical condition, or the influence of mind altering substances, I will advise KINGS NINGALOO REEF TOURS prior to commencement of the Tour, or at the earliest opportunity if the Tour has commenced;
- (i) accept that the conditions in which the Tour, and or specific activities involved in the Tour, are conducted may vary without warning;
- (j) understand and acknowledge that:
 - (i) there may be no medical care available during the Tour; and
 - (ii) if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered;
- (k) will listen to and follow all reasonable instructions given to me by KINGS NINGALOO REEF TOURS, prior to and throughout the Tour, including all safety information and instructions; and
- (l) will use all equipment, including safety equipment, as instructed.

I, the Participant:

- 10. by signing this Liability Release Agreement, I acknowledge and agree that:
 - (a) I have read this Liability Release Agreement thoroughly and fully understand the terms and conditions herein;
 - (b) I have had the opportunity to ask all questions about the Tour and the this Liability Release Agreement; and
 - (c) I execute this Liability Release Agreement voluntarily.
- 11. If accepting as a parent / guardian] If I am accepting this Liability Release Agreement as a parent / guardian on behalf of a person under the age of 18, I hereby agree that:
 - (a) I have the authority to accept this Liability Release Agreement for and on behalf of the Participant;
 - (b) Should the participant require emergency medical assistance, KINGS NINGALOO REEF TOURS may provide such medical assistance to the participant if KINGS NINGALOO REEF TOURS has the ability to do so; and



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(c) I indemnify fully KINGS NINGALOO REEF TOURS its directors, employees, servants, volunteers, agents, representatives and assigns from any and all claims and actions which may be made by or on behalf of the Participant and the Participant's personal representatives, heirs, successors and assigns, arising from or in any way related to the Participant's participation in the Tour, including but not limited to property loss or damage, bodily injury and death.

Signed:

Date:

Participant (Parent / Guardian)

