

# RIVER TRIBE ADVENTURES: SERVICES, TOURS, EQUIPMENT, RISK AGREEMENT CONDITIONS & LEGAL WAIVER AND RELEASE OF LIABILITY

## SAFETY AND CONDITION CHECKS OF EQUIPMENT:

- All equipment is to be visually inspected to ensure it is safe for use.
- All equipment is in good repair and free from damage.
- River Tribe inspects all equipment before any use and/or rental and/or any tour. It is provided in a known condition and free from any damage. The exception may be fair wear, this does not include holes, breaks, damage that imposes any risk or any non use or a reduced use of any item.

The user (guest/paying person/any other user) agrees:

- that they of lawful age and legally competent to agree to this agreement.
- Understands that this is a contract and not a mere recital.
- Agrees to this contract at their own free act.
- In the case of a Minor: I state that I am responsible for any minors under the age of 18 and I am undertaking and warrant this agreement on their behalf as their parent/guardian.
- Understands that the Drivers' License/State issued ID and/or deposit/credit card will be held as a security deposit during the rental duration and will be returned upon return and payment of all rented equipment.
- Rentals/equipment are due back no later than the time stated and agreed to in the our description and if none state by the date and time stated in the tour booking and or no later than 5pm on the same day.
- If returned later than the stated time it may impact on the next tour.
- Additional charges apply for damaged equipment and/or for additional time & charge per the hourly rental rate.
- That they understand that due to unforeseen inclement weather/other conditions, I may be required to return the rented equipment IMMEDIATELY as required by River Tribe Adventures.
- Some photography may take place and be used for marketing purposes.
- They are responsible for the return of this equipment in the same state in which I received it. Agree to pay in full for any repairs or replacement if the equipment is damaged or lost, and/or a retrieval fee if River Tribe Adventures has to retrieve any rented equipment.
- Agrees to make every reasonable effort to return all equipment to point-of-sale/hire and in an undamaged state.
- Are aware that kayaking/canoeing/cycling/sailing/tours and transportation to the/on the tour is a dangerous sport/activity and I am aware of the dangers of kayaking/canoeing/cycling/sailing/other tours and transportation.
- Are capable, fit and healthy and chose to undertake the activity/service at my own risk and do not rely upon any information that river tribe adventure provide.
- Understands that river tribe adventures is in no way responsible for my training, safety or the safety of the equipment I am renting.
- Have read and understood and completed my understanding by reading this information and agree to this and the terms and conditions of booking (separate form). By partaking in any tour or receiving any service I agree to River Tribes conditions stated herewith.
- Any damage, loss or theft will result in having to pay per the standard on cost, costs & cost schedule and or otherwise as quoted by River Tribe Adventures.

I have read, understood and agree to the above and below.

1. River Tribe Adventures Standard Terms and Conditions.
2. River Tribe Adventures Service and Equipment Rental Agreement.
3. River Tribe Adventures Waiver and release of liability Agreement.

**WARNING.** There are significant elements of risk in: eating takeaway food or any adventure sport and/or outdoor activity or activity associated with the use or presence of water and land craft, including but not limited to canoes, kayaks, rafts, bikes, transportation vehicles, tubes, boats, sailing equipment and the use of related equipment. These risks are inherent to eating, canoeing, kayaking, cycling, sailing and including transportation to the point of interest and may be present even if the equipment is used properly and even in still water or in calm environments and on calm land. The risk is significantly increased in degrading conditions and or use of alcohol, drugs.

**SCOPE OF RELEASE.** This Release of Liability covers all activities ("Activities" "Services") indirectly or directly associated with the use of River Tribe Adventures' equipment, facilities, services, and activities organized by, sponsored by, or directed by River Tribe Adventures' ("River Tribe Adventures' Activities"). The "User" being the guest and or any person partaking in any activity, service and or "Activity"/"Activities".

**RISK FACTORS.** Any person(s) partaking in any "activity" or service understands and acknowledges that the River Tribe Adventures' Activities involve risks such as, but not limited to, the following: (i) changing water flow, environmental conditions or current, wind, fire; (ii) collision with other participants, any portion of the interior & exterior of the craft/bicycle, other water/land craft/vehicles, bicycles, motor and/or man powered vehicles, manmade or natural objects, including overhanging, underground, submerged and/or semi-submerged trees, manmade structures, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration, food Bourne bacteria; (iv) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (vi) loss of control: in/on the water and/or land craft/bicycle/vehicle/boat, collision, capsizing, and sinking of the craft/vehicle/cycle which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out or off of the craft/bicycle/vehicle; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms, food related bacteria (x) unavailability of emergency aid services and emergency medical care; Bushfire and or smoke and the risk of bushfire. Any person partaking in any "activity" acknowledges that River Tribe Adventures' Activities, as well as other foreseeable or unforeseeable factors or circumstances, may result in a RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.

**ASSUMPTION OF RISK.** By partaking in any "Activity" or service you (the user) are executing this Release of Liability as the user, the user expressly assumes all risk that arise from the participation in River Tribe Adventures' "Activities", the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors or circumstances related to the River Tribe Adventures' "Activities". The undersigned assumes all risk of injury, wrongful death or property damage related to the River Tribe Adventures' "Activities".

**ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES.** The user acknowledges that he or she has read and understood all of the rules, policies and procedures relating to River Tribe Adventures' Activities and understands that the safe and proper use of the facilities, equipment and participation in River Tribe Adventures' Activities is dependent upon carefully following such rules, policies and procedures. The user agrees to wear a properly fitted and fastened approved safety device(s) while aboard a water craft, vehicle or cycle on or in the water and/or land. The undersigned understands that canoeing, kayaking, sailing, eating, traveling in a vehicle or cycling should only be undertaken after proper instruction and training and that River Tribe Adventures' is not providing such training in connection with the rental of equipment or with the activity/activities. The user assumes full responsibility for deciding where, when and with whom to carry out the activity/activities. The undersigned acknowledges and agrees that the equipment provided by River Tribe Adventures' is for



## SERVICE, EQUIPMENT RENTAL & RISK AGREEMENT/ WAIVER AND RELEASE OF LIABILITY FORM

the sole and exclusive use of the undersigned and may not be used by any other person (especially one that has not paid for a service or read and understood all River Tribe Adventures Terms and Conditions.

**PHYSICAL CONDITIONS AND SKILLS.** The user represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of the River Tribe Adventures' equipment, facilities and services and to participate in the River Tribe Adventures' Activities. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in the River Tribe Adventures' Activities, then they shall direct such questions to the appropriate staff member on site and the user may need to seek appropriate training before participating in River Tribe Adventures activities whatever they are (under such circumstance the user may cancel the service and choose not to partake in the activity until they have the relevant experience/knowledge/training).

**RELEASE.** The undersigned/the user hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against River Tribe Adventures' and its officers, employees and agents and agrees not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, illness, cost of expenses arising out of River Tribe Adventures' Activities, including those based on death, bodily injury, illness or property damage whether or not caused by participation in River Tribe Adventures' Activities or the negligence of River Tribe Adventures.

**WAIVER.** The undersigned/the user waives the protection afforded by any statute or law in any jurisdiction including Australian and Victorian codes whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**INDEMNITY.** The undersigned/the user agrees to indemnify and defend River Tribe Adventures', and its officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned participation in the River Tribe Adventures' Activities which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else.

**PROPERTY DAMAGE.** The undersigned/the user agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, wilfully, or otherwise.

**REPRESENTATIVES.** The undersigned/the user has executed this Release of Liability for himself or herself, and his or her heirs, assigns and legal representatives.

**EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**INSURANCE.** The undersigned/the user understands that the River Tribe Adventures' does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on their behalf.

**ACKNOWLEDGMENT.** The undersigned/the user has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

**CONSENT.** As the User (and as a parent, carer and or guardian or other responsible for a minor and or person in care). I have read and understand this agreement and hereby am surrendering valuable legal rights (and on behalf of any minor/persons in care and myself). The user agrees to be bound by all terms stated herewith and any other River Tribe Adventures terms and conditions as written down and or implied. As the user I give my consent to the participation in River Tribe Adventures' Activities by myself and any minor/person in care. As the user I waive all legal rights against River Tribe Adventures (its employees, owners, directors, investors, partners, financial other)