



Small World Journeys

ABN 19 255 053 191

WAIVER, RELEASE AND INDEMNITY

Date: _____

Name: _____

Name of parent or guardian
(if under 18 years of age): _____

Date of birth: _____

Home address: _____

Contact address in Australia: _____

Activity: _____ (“Activities”)

In consideration of Small World Journeys permitting me to participate in the Activities, including transit to or from the Activities or instruction in the Activities (such participation, instruction and transit referred to as “Activities”), I acknowledge and agree as follows:

1. The business of Small World Journeys involves the coordination, packaging and supply of tourism and recreational services which may be provided by an independent contractor who is not an agent of Small World Journeys. I have not relied on nor has Small World Journeys given any representation or warranty (whether express or implied) about the quality of the services of the independent contractor. I solely rely on the skill, judgment, expertise and explanation and advice about risks of the Activities of the independent contractor in respect of the service provided.
2. I acknowledge that the services provided may involve travel and activities undertaken offshore or in remote locations where medical treatment and evacuation may be delayed or unavailable. I am participating in the Activities for the purpose of enjoyment, leisure or relaxation. I acknowledge that the Activities may be dangerous and involve physical exertion, physical harm and physical risk. I voluntarily chose to participate in the Activities fully accepting that the materialisation of those risks may cause personal injury, death, property damage or economic loss.
3. I unconditionally release, discharge and agree not to sue Small World Journeys in respect of all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Small World Journeys (including any negligent act, omission, default, failure or error) occurring wholly or partially and whether before, during or after the Activities.
4. I will indemnify and keep indemnified Small World Journeys from any liability, claim or cause of action that may be brought against Small World Journeys as a result of or in connection with any act, omission, default, failure or error on the part of Small World Journeys (including any negligent act, omission, default, failure or error) occurring wholly or partially whether before, during or after the Activities.
5. In the event of my death, caused wholly or partially by the Activities, my estate and my personal representatives, executors or administrators will indemnify and will keep indemnified Small World Journeys from any liability, claim or cause of action that may be brought against Small World Journeys by my personal

representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of my death.

6. To the extent permissible by law, Small World Journeys expressly excludes and disclaims all conditions and warranties that may be express or implied, including any implied warranties under section 74 of the *Trade Practices Act 1974* that the Activities will be rendered with due care and skill; the materials supplied in connection with the Activities will be reasonably fit for the purpose for which they are supplied; and the Activities and any materials supplied in connection with the Activities will be reasonably fit for a particular purpose or desired result ("**Warranties**").
7. If, despite clause 6, the law prevents exclusion and implies any of the Warranties, then the liability of Small World Journeys for breach of any of the Warranties will, pursuant to section 68A of the *Trade Practices Act 1974* be limited to the supplying of the service again or payment of the cost of having the service supplied again.
8. Clauses 3, 4 and 5 are limited to liability for death or personal injury.
9. Where this document includes any child, then the parent/guardian signing this document covenants in terms of clause 4 in respect of any claim, liability or cause of action that arises out of or is incidental to the child's participation in the Activities.
10. I have read and understood the matters set out in this document and affirm that I am over the age of 18 and legally competent to give this waiver, release and indemnity. I understand that this document is contractual in nature, has legal effect and is not merely a warning nor provided for information purposes. I have signed this document of my own free will and without any representation or inducement by Small World Journeys, its agents or employees. I acknowledge that Small World Journeys has relied on this document in allowing me to participate in the Activities.
11. I agree that the law of the State of Queensland, Australia, will apply to my participation in the Activities and the contract concluded by my signing this document, irrespective of where I sign this document. The courts of Queensland, Australia, and courts of appeal from those courts will have jurisdiction to determine any claim or dispute arising out of my participation in the Activities and this document and I submit to that jurisdiction.

Date: _____

Signature

Signature of parent/guardian
(where participants include any child)