



Indemnity Agreement – Waiver & Release

I recognise that *Mornington Peninsula Guided Walks* (“MPGW”) will operate under a covenant of good faith and fair dealing, but that it may be necessary to terminate any guided Walk due to forces of nature, medical necessities or other reasons. I unequivocally accept their right to take such actions for the safety of all Walk participants including myself.

I further understand that although precautions will be taken to provide a safe and enjoyable Walk experience, there can be no guarantee of absolute safety against illness, injury and/or accident, and that there exist unpredictable elements of risk in any activity associated with the outdoors.

I hereby authorize any medical treatment deemed necessary in the event of any emergency, injury or mishap to myself and, further, agree to bear all costs of rescue and/or medical services that may be incurred on my behalf.

Acknowledgement

1. I acknowledge that when booking to participate in any of the Mornington Peninsula Guided Walks conducted by MPGW (“the business”), I have read and understood the terms and conditions of this document *Indemnity Agreement – Waiver & Release*.
2. I understand that the business’ acceptance of my booking is conditional on my agreement to the terms and conditions of this document and that it is a requirement of the business that I acknowledge my full consent within the Booking Form before being permitted to participate in the Walk.
3. I was and am aware of my right to obtain legal advice about the terms and effect of this document before providing my consent, and that I may choose not to consent to this document and not participate in the Walk.
4. I understand that the Walk involves activities which include walking on uneven terrain and sightseeing in an outdoor environment and may include contact with native vegetation. The tour may also include eating packaged and/or fresh food.
5. If I have an allergy to certain foods, plants or environmental conditions I am aware that it is my responsibility to take adequate precautions for my safety and make my own decision about participation in the Walk or eating particular food. I understand that any food that I eat during the Walk is entirely at my own risk.
6. I understand that I am solely responsible for my health and safety, and I acknowledge that I am physically capable of participating in and completing the Walk.
7. I understand that the consumption of alcohol prior to or during the walk is strictly prohibited and if I am the influence of alcohol I will be prohibited from participating or continuing to participate in the Walk.
8. I have advised MPGW of my medical conditions that if unmedicated may be life threatening and place me in need of urgent medical assistance or at the very least have the capacity to detrimentally impact my walk enjoyment and that of others. I hereby declare I have the appropriate medication to take as prescribed before, during and/or at the end of the Walk to remedy any/all such conditions.
9. I understand that it is my sole responsibility to keep safe and protect any items of property (eg camera, mobile phone) that I bring with me on the Walk.
10. I understand that there are risks inherent in participating in the Walk including the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical services, and weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.

11. I understand that the business will not be responsible for injuries, damage, or loss suffered by me as a result of the activities which I participate in with the business.
12. I understand that by signing this document I waive my rights against the business and its employees and contractors to claim, and release and indemnify the business and its employees and contractors from and against all claims for damages for personal injury and property loss which I may sustain or suffer during or arising from or in relation to the Walk.
13. I agree to assume all risks inherent in participating in the Walk.
14. I hereby waive all and any rights against the business and its employees and contractors to claim damages for personal injury and property loss which I may sustain or suffer during or arising from or in relation to the Walk.
15. I hereby release the business and its employees and contractors from all liability for loss, damage, injury, expense, claims, demands, actions and proceedings of any nature whatsoever arising from or related to or connected with my participation in the Walk.
16. I hereby indemnify and hold harmless the business and its employees and contractors from and against all claims, demands, expenses, costs, actions, and proceedings of any nature whatsoever and whenever arising from any injury, loss or damage sustained by me or any injury, loss, or damage suffered by any other person as a result of any act, omission, neglect or default on my part in connection with my participation in the Walk.
17. I hereby indemnify and hold harmless the business and its employees and contractors from personal injury, and any loss or damage to any motor vehicle howsoever caused while the vehicle is in transit, as may be required during car shuttling as part of the Walk, and while the motor vehicle is parked for the duration of the Walk.
18. I agree that this waiver and release of liability is binding on my heirs, executors, assigns and legal representatives.
19. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.
20. If I am under 18 years of age at the time of the Walk, my parent or legal guardian has completely reviewed this document, understands and consents to its terms, and authorises my participation.
21. Before consenting to this document, I have read it and understood it.