

- 2.5 exposure to the natural elements which can be unpredictable and potentially harmful or fatal including uneven terrain, slippery rocks and bush tracks, storm, wind, tide, current, heat, getting wet and flora and fauna including snakes and microorganisms; and
- 2.6 participation in Recreational Activities conducted at locations that are remote in time, distance and/or accessibility from any medical treatment facility; and
- 2.7 other risks of or incidental to the Recreational Activities or activities ancillary to the Recreational Activities.

Release & Discharge:

- 3. I unconditionally release, discharge and agree not to sue Raging Thunder in respect of all liabilities, claims and cause of action that may arise from any act, omission, default, failure or error on the part of Raging Thunder (including any negligent act, omission default, failure or error) occurring wholly or partially during the course of the Recreational Activities, including while in transit to or from such Recreational Activities.

Indemnity:

- 4. I will indemnify and keep indemnified Raging Thunder from any liability, claim or cause of action that may be brought against Raging Thunder as a result of or in connection with any act, omission, default, failure, or error on the part of Raging Thunder (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the Recreational Activities, including transit to or from the Recreational Activities.
- 5. In the event of my death caused wholly or partially by the Recreational Activities my estate and my personal representatives, executors or administrators indemnify and will keep indemnified Raging Thunder from any liability, claim or cause of action that may be brought against Raging Thunder by my personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of my death under section 17 of the *Supreme Court Act 1995* or otherwise.

Exclusion of Warranty

- 6. To the extent permissible by law, Raging Thunder 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:-
 - 6.1 the Recreational Services will be rendered with due care and skill;
 - 6.2 materials supplied in connection with the Recreational Services will be reasonably fit for the purpose for which they are supplied;
 - 6.3 the Recreational Services and any materials supplied in connection with the Recreational Services 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 Raging Thunder 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.

Parent/Guardian Undertaking:

- 9. Where this document includes any Child then the parent/guardian signing it warrants that the information provided is true and correct and personally 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 Recreational Activities.

Statement of Understanding:

- 10. I acknowledge that I have read and understood the matters set out in this document and affirm I am of lawful age and legally competent to give this waiver, release and indemnity. I am not under the influence of alcohol or any drug.
- 11. I will take care for my safety and for the safety of any child. I will follow and ensure any Child follows the safety directions of Raging Thunder.
- 12. I understand that this document is contractual in nature and has legal effect and is not merely a warning or provided for information. I have signed this document of my own free will and without any representation or inducement by Raging Thunder, its agents or employees.

Executed as a Deed

Date:

SIGNED SEALED & DELIVERED
by the Releasor in the presence of:

Customer Signature:.....

Parent/Guardian Signature:
(where participants include any Child)

Witness Signature:.....

Witness Full Name:.....
(please print) (Witness must be over 18 years of age)