



LIABILITY WAIVER AGREEMENT



1. The purpose of this Agreement is to exclude the liability of the Provider (as defined below) to the extent permissible by law to pay damages or any other form of compensation for any personal injury or death suffered by me resulting from participating in the Recreational Activity (as defined below).
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this Agreement I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this Agreement and that I have done so voluntarily in the knowledge that it is open to me not to sign the Agreement and for me to elect not to participate in the Recreational Activity.
4. I release and forever hold harmless the Provider and any directors or officers of the Provider or any volunteer or employee of the Provider who is involved with organising the Recreational Activity from and against any claims actions, suits, proceedings or liabilities of any kind in respect of any personal injury or death suffered by me.
5. I also agree to indemnify the Provider and any directors or officers of the Provider or any volunteer or employee of the Provider who is involved with organising the Recreational Activity against any claims actions, suits, proceedings or liabilities of any kind in respect of any personal injury or death suffered by me.
6. I also agree that the liability of the Provider for any personal injury that may result from the supply of the Recreational Services (as defined below) that may be suffered by me is excluded.

Parent / Guardian Declaration

7. In my capacity as the parent/guardian of the Participant I make the above acknowledgements, releases, agreements and warranties on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

Definitions

“Participant” means the person whose name appears next to Participant below.

“Provider” means E M Nightingale & M L Rodger t/as Kalbarri Quadbike Safaris ABN 30 734 232 042.

“Recreational Activity” means the motorcycling activity provided by the Provider.

“Recreational Services” means the organisation of and delivery of the Recreational Activity.

Participants Name and Address (driver)

Signature Date.....

Participants Name (passenger)

Signature (or of Parent/Guardian) Date