



RELEASE AND WAIVER OF LIABILITY AGREEMENT

Participant's details:

Activity (**the Tour**): Sandboarding / 4WD Sand Dunes Sandboarding Adventure

Date of Tour: _____ / _____ / _____

Participant's name: _____ (**Participant**) Participant's date of birth: __/__/__

Child's name _____ Child's name _____

Child's name _____ Child's name _____

Country of Residence: _____ Email address: _____

Emergency Contact: Name: _____ Telephone number: _____

By signing this agreement, the Participant hereby releases **A+N Enterprises Pty Ltd** trading as **Lancelin 4x4 Adventures of Shop 1 Old Perth Port, Barrack Street Jetty, Perth WA6000 (Lancelin 4X4)**, from any and all liability arising from or in any way related to the Participant's attendance on and participation in the Tour, in accordance with the terms herein.

By signing this agreement your legal rights and obligations may be significantly affected.

If you have any questions in relation to this agreement, or the Tour, it is your responsibility to ask a representative of Lancelin 4x4 about any such question or questions before signing this agreement.

Lancelin 4x4 takes no responsibility or liability for the actions of any third party.

WARNING: INHERENT RISK

The Tour, which includes four-wheel driving and sandboarding on sand dunes, exposes the Participant to certain inherent risks.

I, the Participant, fully understand and acknowledge that:

- (a) Sandboarding and four-wheel driving are inherently risky activities, which may involve dangers and hazards;
- (b) These risks may include but are not limited to: the terrain, temperatures, weather, the condition of participants, equipment, vehicular traffic, and the actions of other people including other participants;
- (c) My participation in sandboarding and four-wheel driving may result in injury, illness, or loss, including but not limited to, damage to or loss of my property, bodily injury, strains, fractures, partial or total paralysis, catastrophic injury, or death; and
- (d) By participating in sandboarding and four-wheel driving, I hereby assume all risks and dangers and all responsibility for any and all loss and/or damage.

Waiver and Release of Liability

I, the Participant, on behalf of myself, my personal representatives and my heirs, successors, and assigns, in agreeing to participate in the Tour and all activities involved in the Tour, agree as follows:

- (a) I release, waive, discharge and indemnify Lancelin 4x4, and its employees, servants, agents and representatives, from any and all claims and actions, which may be made by me or on my behalf, for loss, in any way related to my participation in the Tour, including but not limited to property loss or damage, bodily injury or death;
- (b) My release, waiver, discharge, and indemnity:

- (i) Applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by Lancelin 4x4; and
 - (ii) Is intended to be as broad and inclusive as is permitted by the law of the State of Western Australia;
- (c) I participate in the Tour at my own risk, and assume full responsibility for each of the risks and dangers that may arise during or out of my participation in the Tour;
 - (d) I release, waive, discharge, and indemnify Lancelin 4x4, and its employees, servants, agents, and representatives, from any and all claims and actions, which may be made by me, or on my behalf, caused by any action of any third party;
 - (e) I am in good health and in a physical condition suitable to take part in the Tour;
 - (f) I do not suffer from any mental infirmity, allergy, physical disability, medical condition, or any other significant issue that could affect my ability to take part in the Tour;
 - (g) I have informed Lancelin 4x4 of any condition, including medical condition, that may affect, in any way, my participation in the Tour, which includes but is not limited to any heart condition, pregnancy, allergies, and back and or neck problems;
 - (h) I am not under the influence of drugs/medication/mind altering substances, which affect my understanding of safety instructions, or ability to safely participate in the Tour;
 - (i) I accept that the conditions in which the Tour, and or specific activities involved in the Tour, are conducted may vary without warning;
 - (j) I have received a safety briefing in relation to the Tour, and have listened to and understood the safety briefing;
 - (k) I will follow all reasonable instructions given to me by Lancelin 4x4, including by its employees, servants, agents, and representatives, prior to and throughout the Tour; and
 - (l) I will use all equipment, including safety equipment, as instructed.

Images and Contact information

I acknowledge and understand that:

- (a) Any images taken during the Tour may be used by Lancelin 4X4 for marketing and promotion of their tours; and
- (b) By providing my email address, I agree to join Lancelin 4x4 mailing list and I am aware that I can unsubscribe at any time.

Acknowledgement

I, the Participant, hereby acknowledge and agree that:

- (a) I have read this agreement thoroughly and fully understand the terms of this agreement;
- (b) I have had the opportunity to ask all questions about the Tour and this agreement; and
- (c) I execute this agreement voluntarily.

[If signing as a parent / guardian] If I am signing this agreement as a parent / guardian on behalf of a person under the age of 18, I hereby agree that:

- (a) I have the authority to sign this agreement for and on behalf of the Participant; and
- (b) I fully indemnify Lancelin 4x4 and its employees, servants, agents, and representatives, from any and all claims and actions which may be made by or on behalf of the Participant arising from or in any way related to the Participant's participation in the Tour, including but not limited to property loss or damage, bodily injury, and death.

Participant /Parent/Guardian's full name: _____ **Signature:** _____
(or Group Tour Leader when Passenger list used)

Lancelin 4x4 Driver's full name: _____ **Signature:** _____

Date: _____/_____/_____

Lancelin 4x4 Tour Group Passenger List

No.	Name	Signature
1		
2		
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Appendix A - By signing this document, you acknowledge that you have been briefed on the details of the Release and Waiver of Liability Agreement by the signatory of the Release and Waiver of Liability Agreement form.