

RISK WARNING, DEED OF RELEASE, AND LIABILITY WAIVER

Business Jurisdiction: Western Australia (WA)

Governing Legislation: *Civil Liability Act 2002 (WA) & Competition and Consumer Act 2010 (Cth) / Australian Consumer Law (ACL)*

IMPORTANT NOTICE TO PARTICIPANTS

Please read this entire document carefully before signing. By signing or digitally acknowledging this document, you are waiving certain legal rights, including the right to sue the Guide for personal injury, illness, or death. If you are signing on behalf of a minor (under 18 years of age), you are agreeing to bind that minor and indemnify the Guide against future claims.

1. RISK WARNING (Section 5I & 5O of the Civil Liability Act 2002 (WA))

The Participant acknowledges that participating in guided single-day or multi-day hiking, bushwalking, and remote wilderness camping (the "Activities") involves significant, inherent, and obvious risks. These Activities take place in rugged, remote, and uncontrolled natural environments, specifically including but not limited to the Bibbulmun Track and Western Australian National Parks.

By signing this document, the Participant explicitly acknowledges and voluntarily accepts the following specific risks:

- **Environmental Hazards:** Exposure to extreme, volatile Western Australian weather conditions, including severe heatwaves, dehydration, hyperthermia, hypothermia, sudden storms, lightning strikes, flash flooding, and smoke inhalation.
- **Terrain Hazards:** Navigating unpredictable trail surfaces, including loose gravel, pea gravel, slippery rocks, fallen logs, steep inclines, uneven ground, river or inlet crossings, and hazards from falling tree limbs both on the trail and within designated campsites or shelters.
- **Nighttime & Campsite Hazards:** Risks of slipping, tripping, or falling in low-light or total darkness conditions while navigating unlit terrain around Bibbulmun Track three-sided shelters, tent sites, picnic tables, fire pits, and drop toilets.
- **Wildlife Interactions:** Exposure to venomous or dangerous wildlife native to Western Australia, including but not limited to Dugites, Tiger snakes, venomous spiders, ticks, scorpions, stinging insects, and feral animals.
- **Water and Sanitation Risks:** Total reliance on untreated, non-potable rainwater tanks at Bibbulmun Track shelters. The Participant acknowledges that the Department of Biodiversity, Conservation and Attractions (DBCA) does not treat this water, and consumption carries inherent risks of waterborne illness, bacterial infection, and gastrointestinal distress.

- **Remote Isolation and Medical Delays:** The Activities operate in deep backcountry areas with extensive communication blackspots (zero mobile phone reception). In the event of injury, medical emergency, or bushfire, rescue response times by emergency services, ambulance, or the Royal Flying Doctor Service (RFDS) may be severely delayed by hours or days due to geographic isolation, terrain accessibility, and weather conditions.
 - **Force Majeure:** Sudden trail closures, park evacuations, or catastrophic bushfires managed by Emergency WA, DBCA, or other state authorities.
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2. PARTICIPANT SELF-SUFFICIENCY AND WARRANTIES

As a fully self-catered and self-equipped trek, the Participant warrants and agrees to the following conditions:

- **Participant-Supplied Gear:** The Participant is solely responsible for sourcing, inspecting, maintaining, correctly fitting, and carrying all of their own equipment (including backpacks, footwear, clothing, tents, sleeping systems, navigation tools, and personal safety equipment). The Guide accepts no liability for any injury, exposure, illness, or loss caused by the failure, breakdown, inadequacy, or poor fit of any gear supplied by the Participant.
 - **Load-Bearing Physical Strain:** The Participant warrants that they are physically fit and have trained adequately to carry a fully loaded multi-day trekking pack (typically 15kg–20kg) over long distances and challenging terrain.
 - **Self-Catered Food & Hygiene:** The Participant is entirely responsible for supplying, storing, hygienically handling, and preparing their own food and water filtration. The Guide is completely excluded from any liability regarding foodborne illnesses, food poisoning, allergic reactions, anaphylaxis, or nutritional deficiencies.
 - **Camping Stove Hazards:** The Participant assumes all risks associated with operating their own lightweight camping stoves, open flames, pressurized fuels, and boiling liquids, including the risks of severe burns, explosions, or accidental bushfires.
 - **Medical Declarations:** The Participant warrants that they have accurately disclosed all pre-existing medical conditions (e.g., asthma, cardiac issues, severe allergies/anaphylaxis requiring an EpiPen) to the Guide prior to departure, and will carry any required personal prescription medications at all times.
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3. EXCLUSION OF LIABILITY & RELEASE (Section 139A Australian Consumer Law)

To the maximum extent permitted by law, the Participant agrees to exclude, restrict, or modify the liability of the Guide for any personal injury, mental injury, disease, or

death arising from a failure to comply with the statutory consumer guarantees under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (WA).

Crucial Carve-out: This exclusion of liability does *not* apply if the personal injury or death was caused by "reckless conduct" on the part of the Guide, as defined under Section 139A(5) of the Australian Consumer Law.

The Participant forever releases, discharges, and holds harmless the Guide from any and all claims, demands, legal actions, or losses arising out of or in connection with the Activities, whether arising under contract, tort (including negligence), or statutory breach, to the extent permitted by Western Australian law.

4. JURISDICTION AND SEVERABILITY

This agreement is governed exclusively by the laws of the State of Western Australia. The Participant and the Guide irrevocably submit to the exclusive jurisdiction of the courts of Western Australia in respect of any dispute arising out of this document. If any clause or part of a clause in this document is found to be illegal, void, or unenforceable by a court, that clause or part shall be severed, and the remainder of the document will continue in full force and effect.

5. EXECUTION SECTIONS (FOR SMARTWAIVER SYSTEM SETUP)

(SmartWaiver Setup Note: Please configure the system so that the user must select whether they are signing as an Adult Participant or as a Parent/Guardian signing for a Minor).

OPTION A: ADULT PARTICIPANT ACKNOWLEDGEMENT (Ages 18+)

By digitally signing or checking the agreement box below, I confirm that I am at least 18 years of age, I have read this document in its entirety, I fully understand its terms, and I agree to be bound by them. I accept all inherent risks of the Activities, including those related to my personal gear, food preparation, and the wilderness environment.

- **Participant Full Name:** [SmartWaiver Text Field]
- **Date of Birth:** [SmartWaiver Date Field]
- **Signature / Digital Agreement Confirmation:** [SmartWaiver Signature Capture / Checkbox]
- **Date:** [SmartWaiver Auto-Date Field]

OPTION B: PARENT/LEGAL GUARDIAN CONSENT & INDEMNITY (For Participants Under 18)

By digitally signing or checking the agreement box below, I warrant that I am the lawful parent or legal guardian of the minor child named below ("the Minor").

I hereby consent to the Minor participating in the Activities. I have read this document in full and explicitly assume all listed environmental, camping, gear, and self-catering risks on behalf of the Minor. I agree that this document binds the Minor to the maximum extent permitted by Western Australian law.

Furthermore, I agree to indemnify and hold harmless the Guide against any claims, losses, or legal costs resulting from personal injury, illness, or damage suffered by the Minor, or caused by the Minor to others, during the Activities.

- **Minor Participant's Full Name:** [SmartWaiver Text Field]
 - **Minor Participant's Date of Birth:** [SmartWaiver Date Field]
 - **Parent / Legal Guardian Full Name:** [SmartWaiver Text Field]
 - **Signature / Digital Agreement Confirmation:** [SmartWaiver Signature Capture / Checkbox]
 - **Date:** [SmartWaiver Auto-Date Field]
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