

**Ocean Safari Customer's Indemnity & Release Form**

**TO THE CUSTOMER: By taking part in the any of the activities we offer you are assuming a degree of risk. Please read the following carefully & do not sign it if you do not understand it or do not agree with its terms.**

To Nothing Wrong Pty Ltd C/- Lot 4, Cape Tribulation Rd, Cape Tribulation QLD 4873. (OCEAN SAFARI)

**Ocean Safari** carries on the business of semi inflatable rigid hull speed boat adventure day tours, snorkelling and adventure bush walking ("the Services") .

In consideration of **Ocean Safari** agreeing to offer its Services set out below, I, the undersigned agree as follows:

1. Prior to embarking on any tour or activity comprising any one or more of the Services, the Services and what they entail have been thoroughly explained to me;
2. I am physically fit and suffer from no medical condition which may be aggravated by my taking part in any one or more of the activities comprising the Services
3. I have been informed about Marine Stingers & a suit which reduces the risk of stings is on offer for hire & highly recommended.
4. I consent to receive medical treatment in the event of any medical emergency during my taking part in any one or more of the activities comprising the Services
5. For myself, my executors, heirs and assigns I further agree to:
  - a) Avail myself of the Services or any of them at my own risk
  - b) Release **Ocean Safari**, it assigns, employees and agents to the full extent permitted by law from all claims, costs, damages, liabilities and losses arising from any incident howsoever caused including without limit through negligence and resulting in injury or death to any person or property damage sustained by me during my use of the Services.
  - c) Indemnify **Ocean Safari** from and against all claims, proceedings, costs, damages, liabilities and losses which **Ocean Safari** may become liable for arising from any loss, damage, death or injury sustained and caused or contributed to by my use of the Services.
6. I warrant that I am over eighteen (18) years. OR
7. \* The customer is less than eighteen years and his/her guardian, having responsibility for his/her care and control agrees to the foregoing terms for and on behalf of the Customer.
8. Double dealers will incur a \$5 cancellation fee on cancellation of second day.

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