

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd
(hereinafter referred to as “**we**” or “**our**”)
agreed with
the Participant whose name & details appear on this booking form.
(hereinafter referred to as “**you**”)

By booking a tour or experience with **Noosa Adventure Company**, **you** (which, if a group booking, includes all participants nominated by the group leader) agree to the following terms and conditions. These terms are legally binding and designed to ensure the safety, enjoyment, and smooth operation of our services. Before booking participants should become familiar with the following terms and conditions. We encourage you to read them carefully.

You are required to complete the following steps to complete your booking :-

- A. **Complete your full name and address and contact details on this booking form**(if we have not already done so);
- B. **Complete your full name and address on pages 1 & 3 of the risk warning and liability waiver included with this booking form ;**
- C. **Insert the description of the activity or tour taken.**
(i.e. POTRТАLEDGE DINING EXPERIENCE);
- D. **Sign and date the risk warning and liability waiver on page 4;**
(Parents & Guardians must sign for participants under the age of 18 or other participants in the care of a legal Guardian (if over the age of 18));
- E. **Return the signed, dated and acknowledged terms and conditions and risk warning and liability waiver** (which shall include all participants where a group booking is made);

Each participant must sign and complete a separate individual acceptance of the terms and conditions and risk warning and liability waiver;
(It is not acceptable for a group leader to sign on behalf of all participants in the group);
- F. **Pay your deposit** as shown in these terms and conditions by the **due date** in accordance with these terms and conditions;
- G. **Pay the balance** of the activity or tour fee as shown on this booking form in accordance with these terms and conditions.

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd

TERMS & CONDITIONS

1. Deposits and Payments

- 1.1. A 20% deposit is required at the time of booking to secure your reservation.
- 1.2. Full payment is required prior to the commencement of the tour or activity. Failure to make payment in full before the tour or activity starts may result in cancellation without a refund.
- 1.3. All bookings are held from the date of booking but only **confirmed** when:-
 - 1.3.1.1. full payment is received;
 - 1.3.1.2. Risk warning and Waiver of Liability forms have been signed dated and returned to us by email or other electronic form (i.e. web based form) ;
 - 1.3.1.3. These terms and conditions have been accepted and returned to us by email or other electronic form (i.e. web based form) and
 - 1.3.1.4. Activities / tours will be confirmed when full payment has been received, subject to minimum group sizes and weather conditions. Where automatic confirmation is not available, we will endeavour to contact you as soon as possible for confirmation.

2. Group Bookings

- 2.1. For group bookings, the individual who makes the booking (the "Group Leader") is responsible for ensuring all participants read, understand, and sign the required risk warning and liability waivers.
- 2.2. All risk warning & liability waivers must be signed and submitted prior to the start of the tour or activity.
- 2.3. The Group Leader is also responsible for communicating these terms and conditions to all participants in the group.
- 2.4. Please keep us informed of any changes to the numbers in your party.
 - 2.4.1.1. Private Group Bookings are based on an overall group rate and not priced per head.
 - 2.4.1.2. Any reduction in numbers made more than 7 days prior to the activity start may be eligible for a renegotiation of group rate (factors dependant).
 - 2.4.1.3. Any reduction in numbers made less than 7 days prior to the activity start (including "no-shows") will be charged at the full quoted group rate.
 - 2.4.1.4. An increase in numbers may not always be possible. To avoid disappointment, notify us of changes as early as possible.

3. Cancellations , Reschedules and Refunds

- 3.1. If you cancel your booking more than 24 hours before the scheduled start time of the tour or activity, you are eligible for a full refund.
- 3.2. If you cancel within 24 hours of the scheduled start time, an 80% refund will be issued.
- 3.3. No refunds will be issued for cancellations or no-shows once the tour or activity has commenced.
- 3.4. If you request a reschedule more than 24 hours prior to a tour or activity commencement time no penalty applies. If you reschedule within 24 hours of commencement, a 20% rebooking fees apply and will be automatically applied from your deposit or credit card payment (which you hereby authorise us to do.)
- 3.5. We reserve the right to reschedule or cancel any activities or tours if the minimum required numbers are not met or if we deem the weather conditions to be unsafe to operate. This could be due to (but not limited to) wind, heat, fire danger, fuel reduction burns , forecast lightning , park closures ,transportation failure ,staffing constraints and rain or storm activity. If we cancel an activity or tour for any reason prior to its commencement, a

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd

reschedule is preferred, but alternatively, a full refund will be offered. Once an activity has commenced, unfortunately, no refunds can be offered .

- 3.6. We will make every effort to inform you if cancellation of your scheduled tour or activity is necessary. Participants that decide not to attend/participate on the basis of weather (against our policy and/or advice) forfeit their full tour or activity cost.
- 3.7. We will not accept any liability for travel, accommodation, inconvenience, or other costs incurred or lost through cancellation.
- 3.8. In the event that an activity must be delayed, rescheduled, or cancelled due to any of the above factors, we will hold payment in credit and offer an alternative booking. An alternative booking must be made within 365 days of the cancelled date. If you do not request a reschedule, we agree to return your deposit and any payment, subject to these terms and conditions, within 48 hours of your providing us with and confirming (by phone) to us, your bank details.
- 3.9. If we reschedule due to any of the reasons stated in condition 3.5 or for other unforeseen circumstances (i.e. pandemic , covid outbreak) no financial penalty applies.
- 3.10. We shall attempt to reschedule a date as soon as possible after the initial date, but this may be constrained by such factors including but not limited to weather, booking availability, seasonal variations or requirements and staffing and shall be at our absolute discretion.
- 3.11. If the new date is not suitable to the participant (*or group-in which case it will be the responsibility of the group leader to communicate*) , a credit for the full booking amount will be provided.
- 3.12. Changes to bookings are subject to availability and, subject to these terms and conditions , may incur additional charges.
- 3.13. Any requests for changes must be made in writing and confirmed by us.
- 3.14. Participants are advised to provide accurate contact details for updates on cancellations or rescheduling. If you are a group leader, it will be your responsibility to advise the members of your group of a reschedule or cancellation and confirm to us in writing that this has been completed.

4. Safety & Participant Responsibilities & Disclosure of medical history & physical conditions

- 4.1. All participants must comply with the instructions of our staff and guides at all times. Failure to do so may result in removal from the activity without a refund.
- 4.2. At the time of booking, all participants must declare any relevant medical history, physical condition, injury, or illness that may impact their participation in the tour or activity.
- 4.3. All participants must also declare any **medications** they will be taking during the activity, prescription or otherwise. Participants must disclose, at the time they return their **risk warning and liability waiver**, any medical conditions, disabilities, or other factors that may affect their ability to safely participate in the tour or activity.
- 4.4. By agreeing to these **Terms & Conditions**, you agree that you have disclosed to us all medical conditions, medications, allergies, food intolerances, or injuries that may affect your ability to undertake a tour or activity. Although occupational health, safety and food handling best practices are followed by us and our staff and contractors, we cannot guarantee all traces of nuts, egg, dairy, gluten, and other known allergens are fully removed. We will not accept responsibility or liability for an adverse reaction to any food provided. In attending an activity or tour participants agree that food either prepared or served in the field may not meet all hygiene standards. If you have a food allergy or intolerance you should consider bringing your own prepared food. If there is a risk that you may suffer from Anaphylactic Shock from food or other allergens (including insect bites) you should bring an Epi Pen and instruct your group or tour leader regarding its proper use.

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd

- 4.5. Due to the nature of our tours and activities , they are not suitable for participants with any of the following medical conditions to participate:
- 4.5.1.1. Neck, back, heart disorders;
 - 4.5.1.2. Unmanaged High/low blood pressure;
 - 4.5.1.3. Recent surgery/illness/ injury;
 - 4.5.1.4. Pregnancy;
 - 4.5.1.5. Other medical conditions (which may adversely affect you participation in the tour or activity)
- 4.6. In some circumstances we will relax the policy **in condition 4.5** if you are able to provide a **medical certificate** together with your **risk warning and liability waiver** which shows to our satisfaction that the certificate issuer is aware of the nature of the activity or tour and believes that you are capable of undertaking the activity or tour without adversely impacting your participation in the activity or tour or aggravating any pre-existing condition. All participants give consent to all parties associated with the tour or activity to provide or arrange for provision of medical treatment (should the need arise) and waive any right to take legal action against the parties rendering medical assistance in relation to the adequacy of medical treatment or the failure to arrange or provide professional medical assistance or timely transportation to professional medical assistance or emergency services .
- 4.7. It is strongly recommended that participants have a minimum of Ambulance Subscription from their home State or Territory. Similar levels of cover may be available through your personal Credit Card or Health Insurance Programs; however, we strongly recommend participants confirm this prior to participating in any activity or tour .
- 4.8. We reserve the right to deny participation to any individual deemed unfit or unsafe to participate in the tour or activity and in particular we reserve the right, in our absolute discretion, to refuse admission to ban from entry to or remove from, the tour or activity, any person who:
- 4.8.1.1. Has been convicted of a criminal offence, which, in our opinion is likely to affect the enjoyment of other visitors.
 - 4.8.1.2. Has behaved in the tour or activity in a manner, which, in our opinion, has, or is likely to affect the enjoyment of other participants.
 - 4.8.1.3. Uses threatening, abusive, or insulting words or behaviour or in any way provokes or behaves in a manner, which may provoke a breach of the peace.
 - 4.8.1.4. Does not follow the written or show an understanding of verbal safety instructions or behaves in a manner which may endanger the safety of the individual or other participants participant engaged in the activity or on the tour .
 - 4.8.1.5. Is in non-compliance with the safety rules and safety system briefing as instructed by us;
 - 4.8.1.6. Fails to attend or appears to us (to be determined at our discretion) to have misunderstood or failed to understand the safety briefing;
 - 4.8.1.7. Appears by their conduct , not to understand the safety rules and safety system briefing as instructed by us;
 - 4.8.1.8. Fails to operate any provided equipment in accordance with the manufacturer's instructions and the briefings provided by us.
 - 4.8.1.9. Appears to be under the influence of drugs or alcohol.
- No refunds will be payable, or rescheduling permitted by us should any participant not be permitted to participate due to the above (unless the participant is unable to understand the briefing due to language barriers) .

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd

- 4.9. We operate a zero-tolerance policy to aggressive or abusive behaviour of any kind to staff or other participants. Our staff reserve the right to ask participants to leave the activity if they feel their behaviour poses a risk to themselves, the staff, or other participants. All activity fees are forfeit if this were to occur. Further to this, we reserve the right to deny future bookings from participants who have been asked to leave an activity.

5. Liability Waivers

- 5.1. You must (and this includes group leaders who must make sure that everyone in your group) accept and read these terms and conditions and complete, date, sign and return the accepted terms and conditions and **risk warning and liability waiver** not less than **24 hours** before attending your tour or activity. If for some reason you cannot or **do not accept the terms and conditions** or **fail to complete the risk warning and liability waiver** your participation will be **denied** and subject to our cancellation policy as if **condition 3.3** (cancellation or no show) applies. It is a requirement of our confirming your booking (including Group bookings) that all participants **have signed dated and returned an acknowledgement** of these **terms and conditions** and a **risk warning and liability waiver**.
- 5.2. The **risk warning and liability waiver** is a legal acknowledgment of the inherent risks involved in adventure tourism activities and releases us from any liability for injuries, damages, or losses sustained during the tour or activity, except in cases of gross negligence.
- 5.3. By signing the risk warning and waiver participants acknowledge that they have understood the contents and have had an opportunity to ask any questions required to clarify these terms and conditions or the terms and conditions of the risk warning and waiver including the specific risk listed below.
- 5.4. **POTRТАLEDGE DINING EXPERIENCE SPECIFIC RISKS**
In addition to the general risks outlined in the risk warning and liability waiver the Participant acknowledges and agrees that participation in the **POTRТАLEDGE DINING EXPERIENCE** involves specific inherent risks, including but not limited to:
- 5.4.1.1. **Abseiling Risks:** Injuries from falls, equipment failure, or improper use of climbing gear,
 - 5.4.1.2. **Height-Related Risks:** Exposure to high altitudes, risk of vertigo, or discomfort associated with suspension on the portaledge,
 - 5.4.1.3. **Environmental Risks:** Weather conditions, falling debris, or wildlife encounters,
 - 5.4.1.4. **Food and Beverage Risks:** Potential allergic reactions or foodborne illnesses.
- 6. Equipment and Property**
- 6.1. Participants are responsible for the proper use and care of any equipment provided by us.
- 6.2. Damage or loss of equipment caused by negligence or misuse may result in additional charges. The participant shall ensure that they, and anyone else who may use the Equipment, uses it safely, and in accordance with the manufacturer's and / or guides instructions and with the necessary care, skill and diligence required to use the Equipment.
- 6.3. If the Equipment is lost, stolen or damaged (which we shall determine in our sole discretion) then the participant or group leader shall pay any replacement or repair costs determined by us. If we cannot determine who lost, stole, or damaged the equipment in group booking situation, the group leader will be responsible for all replacement and repair costs.

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd

7. Minimum Age and Fitness Requirements

- 7.1.1.1. Participants must meet the minimum age and fitness requirements specified for each activity.
- 7.1.1.2. Minors must be accompanied by a parent or legal guardian who is responsible for signing the waiver on their behalf.

8. Photography and Media

- 8.1.1.1. We may take photographs or videos during activities for promotional purposes.
- 8.1.1.2. By participating, you consent to the use of your image in marketing materials unless you explicitly inform us otherwise in writing.
- 8.1.1.3. Participants by ticking the box ☐ **Yes**.
authorise **us** to use photographs or videos taken of the participant during the tour or Activity for promotional purposes and waive any right to royalties or other compensation for such use.

(Tick one):

→ ☐ **Yes** ☐ **No**

9. Gift Vouchers

- 9.1.1.1. Vouchers include gift card purchases, promotions, and birthday certificates.
- 9.1.1.2. Vouchers expire 12 months from the date of purchase.
- 9.1.1.3. Vouchers are valid only within Australia and its value is equivalent to the Australian currency as printed.
- 9.1.1.4. Vouchers are not refundable or exchangeable for cash and any unused balance at the expiry date will be forfeited.
- 9.1.1.5. Multiple vouchers may be used in a single transaction.
- 9.1.1.6. In the event that the value of the voucher(s) used in a transaction does not cover the full cost of the tour or activity, the voucher holder must pay the balance.
- 9.1.1.7. We shall not be responsible for any claims, demands, losses, costs, expenses, or liability of any kind whatsoever suffered, arising from or in connection with loss or improper, or unintended use of this voucher.
- 9.1.1.8. We reserve the right to discontinue our vouchers or promotions at any time.

10. Activity or Tour Credit

- 10.1. We will issue credit to a participant (including a group) for cancelled tours or activities or when a participant cannot attend a tour or activity (subject to other cancellation terms). This credit can be used to make any future booking or us. Credit can be transferred to another individual at our sole discretion. In the event that the value of the voucher(s) used in a transaction does not cover the full cost of the activity or tour, the voucher holder must pay the balance. Credit issued to a participant will have the following validity:

- 10.1.1.1. Day events are valid for a period of 6 months from the date of issue.
- 10.1.1.2. Any unused balance at the expiry date will be forfeited.

11. Feedback And Complaints

Your feedback is welcome and important in helping us to resolve our clients concerns with all aspects of our tours and activities that we provide.

If you have any constructive feedback or a complaint, we encourage you to inform us by email or by calling us during our normal business hours. We will use its best endeavours to respond to your feedback promptly.

**Terms and Conditions
&
Risk warning and liability Waiver.**

Noosa Adventure Company Pty Ltd

12. Jurisdiction and Governing Law

These terms and conditions are governed by the laws of Queensland. Any disputes shall be resolved in the jurisdiction of Queensland.

13. Contact Us

If you have any constructive feedback or a complaint or questions about these Terms & Conditions, our practices, pricing and payments, or any other dealings with our staff, please contact us at:

Noosa Adventure Company Pty Ltd

Email *info@noosaadventureco.com*

Mobile **0455402416**

14. Acceptance of Terms

By making a booking or participating in any activity, you confirm that you have read, understood, and agree to these terms and conditions.

These terms and conditions (including the attached risk warning and liability waiver) have been read , understood acknowledged and accepted by :-

.....
(Signature)

.....
PARTICIPANT NAME (Print clearly)

.....
Date

ADMINISTRATIVE USE ONLY

- **Received and checked** as correctly completed by

.....
Name or (Stamp & Initial)

.....
Date

- **Stored**

.....
Name or (Stamp & Initial)

.....
Date



RISK WARNING SIGN

Exclusion of Right to Sue

These Conditions Affect Your Legal Right.

PLEASE READ CAREFULLY

their employees and agents shall have no liability howsoever caused to YOU or any dependant for personal injury or death suffered by YOU or any dependant arising in any way whatsoever from the supply by

of recreational services, including but not limited to

YOU acknowledge that Recreational Services are dangerous activities with many inherent risks as a result of which personal injury (and some times death) are common. YOU by your participation accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependants release and forever discharge

and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.

Risk Warning and Waiver of Liability

| | | | |
|-------------------------------|---------------------------------|------------|-----------------------|
| Name of Provider ¹ | Noosa Adventure Company Pty Ltd | | |
| Address of Provider | <div></div> | State: QLD | Postcode: <div></div> |
| Name of Participant | <div></div> | | |
| Address of Participant | | State: | Postcode: |

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities² (Delete and initial if inapplicable)

PORTALEIDGE DINING EXPERIENCE

Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

¹ Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

² Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) That may result in harm or disadvantage to you or community.

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Declaration and Signature


I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.



Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

For Participants under age 18/ Participants in care of a Gurdian (over 18)



This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____