



ASSUMPTION OF RISK

KOKODA XTREME

A SUBSIDIARY COMPANY OF KOKODA SPIRIT PTY LTD AND KOKODA SPIRIT PNG LTD

ABN 66 787 443 902

BY:
(PRINT YOUR FULL NAME)

ADDRESS:
.....

TO: Kokoda Xtreme (a subsidiary company of Kokoda Spirit Pty Limited and Kokoda Spirit PNG Ltd and to the various land management authorities of property upon which adventure activities may take place (herein referred to as "you").

I am aware that:

- 1) The Kokoda Xtreme event in which I will participate will have (in addition to usual and inherent dangers and risks), certain additional dangers and risks [including physical exertion for which I may not be prepared, weather extremes which are subject to sudden and unexpected change and which make it very difficult to maintain services along the trail, remoteness from medical services, evacuation difficulties if I am disabled, and civil disorder];
- 2) The Kokoda Xtreme event in which I will participate is a dangerous recreational activity, involving a significant risk of physical harm.

I acknowledge that the challenge and excitement of adventure travel is derived in part from the inherent risks involved in travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such challenge, enjoyment and excitement, and are part of the reason for my participation.

I agree to accept all the inherent risks of this Kokoda Xtreme event, and accept the possibility of personal injury, death, property damage or loss resulting therefrom.

If I suffer injury or illness I authorise you to (at my cost), arrange such medical treatment and emergency evacuation service as you deem necessary for my safety, but acknowledge that such treatment or evacuation may not be possible or practical, or may itself involve risks, or be of limited benefit.



In consideration of your accepting my booking for this Kokoda Xtreme event:

- (a) I release you from and waive any and all claims I may now and in the future have against you, and release you from all liability (whether at common law or pursuant to any statute, and including arising out of any negligent act or omission) and agree not to sue you or your officers, employees, contractors guides, agents or representatives (collectively "staff") for any personal injury, death, property damage, loss or expense sustained by me as a result of my participation in an adventure trip with you, or in any vehicle or aircraft, or on land controlled by you, due to any cause whatsoever.
- (b) I agree to indemnify and keep you indemnified against any claims, demands, charges, expenses, proceedings or other liability caused or contributed to by my visiting Papua New Guinea and my participation in the Kokoda Xtreme event, and the other risks and matters contemplated by this agreement, including any action taken by you in response to any injury to me.

I confirm that I am over the age of 18, that I have read, understood and agreed to this agreement and the Booking Terms prior to signing it, and agree that this agreement and the Booking Terms will be binding upon my heirs, next of kin, executors, administrators and successors.

I warrant that I have been medically certified physically fit to embark upon this Kokoda Xtreme event by an experienced qualified Australian medical practitioner, and that I am to the best of my knowledge physically and mentally prepared for such trip.

I agree that interpretation of this agreement and my relationship with Kokoda Xtreme (a subsidiary company of Kokoda Spirit Pty Limited and Kokoda Spirit PNG Ltd) shall be exclusively governed in all respects by and interpreted in accordance with the laws of Queensland, and that this agreement shall be deemed to be entered into at Sippy Downs, Queensland.

Signed this.....

Date.....

X.....

Your signature

X.....

Signature of parent/guardian if I am under 18 years of age

X.....

Name of parent/guardian (who certifies they are authorised to sign on behalf of the person whose name appears at the top of this Agreement)