

Larapinta Trail – An Adventure Running Holiday

Booking Form

Sunday 23 July - Tuesday 01 August 2017,

Tour cost \$1,400 – \$1,650 ex Alice Springs plus food kitty of \$150pp

(Tour costs are based on a minimum of 6 runners, a pro rata refund will be provided if we get more than 6 runners).

Name:

Address:

Suburb:

P/C:

Email:

Phone (H):

Phone (M):

Date of birth:

Emergency Contact:

Name:

Phone:

Relationship:

Dietary Requirements: Please advise any special dietary requirements?

Medical: Please advise any pre-existing medical conditions?

Past Running Experience:

General Waiver Agreement and Release

Acknowledgement

I, the undersigned, affirm that I participate in this run at my own risk, that there will be limited support and limited route markings, and no medical personnel in attendance and I cannot hold my fellow runners, those who advertise the run or anyone else involved in the run or anyone else, responsible for any accident, injury or death sustained by anyone, anywhere or for any property lost, stolen or damaged.

I know that the run traverses extremely rough and rugged bushland, that is inhabited by the standard Australian wildlife ie snakes, and accept I could get hurt, lost, dehydrated, injured or could even die. I understand that I will be running in an area subject to severe and rapid changes in weather including, high temperatures, high winds, and rain. I fully accept this on my own behalf.

I believe that I am fit enough to start and complete this run and that I am responsible for myself and the cost of any search and / or rescue if I become lost or suffer any medical problem.

Exclusion and Limitation of Cashton Group Pty Ltd, trading as Running Wild's liability

In this clause, references to Running Wild include all of Running Wild's officers, employees, contractors, agents and volunteers assisting Running Wild in the organisation and conduct of the running tour. Running Wild holds the benefit of your release, waiver and indemnity as the bare trustee of each of its officers, employees, contractors, agents and volunteers severally and any of them may rely upon it in respect of any claim made by you or in respect of your participation in the run

Nothing in this document is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

Exclusion of Implied Warranties and Indemnity

Any representation, warranty, condition or undertaking which (but for this clause) would be implied in this document by law, is excluded to the fullest extent permitted by law.

In particular, Running Wild makes no representation and gives no warranty that any recreational services supplied to you will be supplied with due care or skill or that any materials supplied by Running Wild in connection with those recreational services will be reasonably fit for the purpose for which they are supplied.

Running Wild is not liable to you for any claim arising under this document in contract, tort, statute or otherwise in relation to the run and you release Running Wild from any and all such claims and indemnify Running Wild for the full amount of its costs of any such claims brought by you or on your behalf or arising out of your participation in the run. You acknowledge and agree that, in the event of your death, the legal personal representative of your estate may be liable to pay Running Wild compensation under this indemnity out of your estate in respect of any claims brought by third parties (such as your family members or employers) arising out of your participation in the running tour.

Limitation of Liability

Without limitation to any other provision of this document, the liability of Running Wild for breach of a condition or warranty implied by the *Trade Practices Act 1974* (other than under Section 69) in relation to the supply of goods or services not of a kind ordinarily acquired for personal domestic or household use or consumption, is limited, at Running Wild's option, to:

- in the case of goods – the replacement of the goods, the supply of equivalent goods, the payment of the cost of replacing the goods or the payment of the cost of acquiring equivalent goods; or
- in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

Consequential Losses

Without limitation to any other provision of this document and to the fullest extent permitted by law, Running Wild will not be liable to You for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by You as a result of any act or omission whatsoever of Running Wild, its employees, agents or sub-contractors.

Warning Under the Fair Trading Act 1999 (Vic)

Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are –

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

Signature:

Date: / /

Payment

To secure your place on the tour, return this form, signed and dated along with a non refundable deposit of \$165 to runningwild56@bigpond.com .

Payment may be made via direct debit to:

Running Wild
Bank: Commonwealth
BSB: 063 518
Account; 1030 5337
Specify – Larapinta, (your surname)

The balance of tour costs \$1,485 are due to be paid in by 30 April 2017.