

Activity Agreement

General Conditions: As these training sessions operate in remote areas, **Follow Me 4WD Pty Ltd** (hereinafter called the operator), reserves the right to alter, and/or cancel any section and/or parts of the itinerary which may result from road, weather or any other conditions of an operational nature. Whilst every endeavour will be made to keep the arrival & departure times given in the itinerary, no guarantee will be made that these will be kept. The operator will not be liable for any costs incurred through failure to connect with any other service. Any personal expenses incurred by the participant as a result of any delay, alteration or curtailment of any session whether caused by weather conditions, mechanical defects or any other causes are the responsibility of the participant.

The operator shall not in any circumstance, be held liable or accept responsibility for any loss, acts, omissions, defaults, accident, misperception, delay, failure or expense on the part of the transport companies, hotel/motel contractors and the like who may provide you with services and facilities at the request of the operator. In the result of break down or other unforeseen circumstances, the operator has the right to substitute vehicle or alternative transportation and/or accommodation other than those advertised at any time. The highlights excursions and itineraries as set out will be adhered to where possible.

The operator or their agent in charge of the session may make alterations to the itineraries and excursions highlights, as they deem fit. Information contained here is correct to the best of the operator's knowledge, and the operator is not liable for inaccuracies herein, or weather conditions that may influence the limits of your session and the enjoyment of your session. If for any reason the itinerary is altered and/or different itinerary offered, no refund is payable by the operator. The operator reserves the right without payment or compensation, and whether before or after the commencement of training, to exclude any participant if that participant may appear likely to endanger the health or safety or to impair the comfort of other participants and may be asked to leave the session immediately should they commit any illegal act.

Cancellation Fees: Bookings cancelled more than 45 days prior to commencement of a training session are fully refunded.

Cancellations between:

- 45-30 days = deposit forfeited
- 29-21 days = 25% of course cost
- 20-14 days = 50% of course cost
- 13-7 days = 75% of course cost
- less than 7 days = 100% of course cost

Incomplete Training Sessions: If a participant fails to join a session or joins in after commencement, or leaves it prior to completion, no refunds can be made. No refunds will be made in respect of any part of the session including food, excursions, accommodation, etc. that are not used or undertaken.

Insurance: The operator and/or its agents are not responsible or liable for loss or damage or theft of luggage or personal belongings whatsoever or for personal injury, accidents, hospitalisation, illness or medical expenses. We strongly recommend all intending participants consult their insurance agent or employer and take out adequate insurance to cover any event and give full protection.

Liability: The operator and/or its employees accepts no responsibilities, nor is liable for any act of omission whatsoever (whether inside or outside their control or by neglect or otherwise) for any booking, contract, travel, accommodation or sessions which may result in any loss, damage, accident, detention, diversion or theft in regard to luggage or personal belongings, and will be exempt from liability in respect of direct or indirect or consequential loss or damage, death, injury, sickness, irregularity, delay liability and additional expenses, or inconvenience or any other event beyond its control including accident or failure to machinery or equipment, accommodations, transportation or other services, or any acts of God, dangers incident to the sea, fire, acts of government or other authorities, delays, strikes or cancellation of changes in itinerary or schedules whatsoever, howsoever by whosoever caused.

Medical Conditions: I agree to disclose any pre-existing medical or other condition that may affect the risk that any person will suffer injury, loss or damage.

Photography: I give my permission for the operator to use any digital, film or video photographs they may take of me, my family or my vehicle, in their advertising or web site. NB. If you do not wish for these photos to be used, please cross out and initial this paragraph.

Vehicle: I hereby declare that the vehicle I will be using during this training session is currently registered and in a roadworthy condition, and I have a current drivers licence to operate this class of vehicle.

I have read and understood the conditions as described above.

Printed Name:

Signature:

Dated: