



TERMS & CONDITIONS, WAIVER OF LIABILITY FORM – PARTICIPANTS

These Terms and Conditions (Participants) contain important information. It is essential that you read them carefully and understand them.

Thank you for using Ingan Pty Ltd ACN 151 929 314 (Ingan Tours). Our services are provided to you subject to these terms and conditions. These terms and conditions can only be amended in writing by Ingan Tours. They are incapable of amendment or waiver by an employee, agent or representative of Ingan Tours or by any other supplier. These terms and conditions are to be read in conjunction with the Booking Terms and Conditions both of which govern your participation in the tour.

Parties:

These terms and conditions (including the exclusion of liability) bind you (the person specified below beside “your full name” and all persons under your legal care including minors. You warrant that you have authority to enter into these terms and conditions on behalf of those persons including any minors. In particular, you warrant that you have the authority to give the releases and indemnities set out in these terms and conditions on behalf of those persons.

References in these terms and conditions to Ingan Tours includes (where the context permits) our employees, agents, contractors and suppliers and these terms and conditions (including exclusions from liability) apply to their benefit.

Acknowledgments:

Travelling with Ingan Tours requires a degree of flexibility, good humour and an understanding that modes of transport, accommodation and itineraries may change, even after the tour has commenced, without prior notice due to circumstances beyond our control or when we deem it to be necessary such as flight delay, cancellation or postponement due to notorious weather in North Queensland regions or other unpredictable circumstances such as landslides, road blockages, floods, political unrest or delay of arrival etc. Accordingly, we reserve the right to amend, vary, re-route or cancel our tours and we cannot guarantee exact arrival or departure times. Tours may not proceed (in our discretion) if minimum numbers are not achieved. We will advise participants as soon as possible if tours don't proceed under this clause.

You acknowledge and agree that participation in our tours is voluntary and no pets are permitted on our tours.

You must comply with our directions and advice while undertaking the tour and for matters related to the tour. You must also comply with all laws and legal requirements while participating in the tour.

You acknowledge that participation in the tour involves group interaction with other participants and Ingan Tours. You agree to at all time to act decently and with respect to other participants and

Ingan Tours. You must not cause or create any nuisance to other participants, Ingan Tours or the general public and must treat the environment with respect.

We may cancel your participation in a tour at any time without any liability if you breach any of these terms and conditions or if there are reasonable grounds for us to do so.

Client's responsibilities:

Participants are responsible for selecting a program appropriate to their abilities and interests. In order to assist you with a suitable itinerary we are happy to discuss in detail the tour you are interested in. Participants are held responsible for being in good health to undertake the tour and also for preparing for the tour by studying the itinerary and any pre-departure information supplied, and for bringing the appropriate clothing, equipment and personal documentation as advised therein.

Medical Issues:

It is the responsibility of each participant to choose a program appropriate to his or her health and fitness level. If you suffer from any known medical conditions you must let us know in advance. Please ensure that you carry with you sufficient supplies of any medications you may require, even if you do not use them regularly. Also, if you wear glasses it is a good idea to have a second pair with you. Our package and tour prices do not include travel or medical insurance so please make sure you are adequately covered. You might also want to consider trip cancellation insurance. Please consult with your health care advisor about any medical issues concerning your trip, including vaccination advice and malaria precautions.

Ingan Tours is not liable for the sickness or injury of any tour participant. You warrant to us that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in or completing the tour. It is your responsibility to ensure that you are medically capable of completing the tour.

You acknowledge that tours are carried out in areas with limited medical services. You hereby authorise Ingan Tours to take such action as is necessary (but without any obligation on Ingan Tours to do so) for the provision of medical services at your cost including but not limited to the arrangement of any medical evacuation service by air or road, the attendance of any nurse, doctor, paramedic or ambulance officer and any necessary hospital service. You must pay on time the costs of those services to the provider of those services or reimburse Ingan Tours within seven (7) days of demand.

You are not entitled to any refund for any part of a tour that you missed due to sickness, illness or injury or due to other circumstances outside the control of Ingan Tours.

Travel Insurance:

Participants must have adequate travel insurance. If your trip includes 'adventure activities' this insurance must cover death, personal accident, medical expenses, air ambulance, air rescue, loss of effects, repatriation costs, and all other expenses which may arise as a result of death, loss, damage, injury, delay, inconvenience occurring to the participant. When obtaining travel insurance, the participant must inform the insurer of the type of travel to be undertaken, especially when "adventure activities" are included in the trip. It is also highly recommended that all passengers take out trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

Liability:

You release Ingan Tours from all claims and liabilities arising out of or relating to your participation in the tour including (but not limited to) actions (or inactions) of Ingan Tours undertaken pursuant to these terms and conditions and including those caused or contributed to by third parties including suppliers to Ingan Tours and other participants on the tour. For the purpose of this clause "claims" means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgment, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.

You indemnify Ingan Tours for any loss suffered by it and against all claims (as defined in the preceding paragraph) and liabilities arising out of or related to your participation in the tour and any breach by you of these terms.

Ingan Tours may suspend its obligations under these terms and conditions if its ability to perform is effected by circumstances outside its control including cyclones, storms, fires, earthquakes, explosions, embargos, government directives, or any law or regulation, litigation or labour dispute, act of god (such as flood) or terrorism or any other cause which is beyond our reasonable control.

Unless required by law or otherwise expressly agreed in writing by Ingan Tours no refunds are payable and no claims may be made if you do not complete a tour regardless of the reason. You acknowledge that you cannot claim compensation or seek damages if Ingan Tours exercises any of the rights conferred on it by these terms and conditions unless these terms and conditions expressly provide otherwise.

Ingan Tours Travel Disclaimer:

We have full confidence in the professionalism of the tour operators with whom we partner and we will do our utmost to ensure 100% professional service and a smooth travel experience for our clients. However, Ingan Tours acts solely as an agent between clients and 'tour operator' and thus cannot accept any responsibility for their services. Any disputes that may arise will be handled through the jurisdiction of each operator's respective place of business. Clients are responsible for making their own international air-travel arrangements and for taking out travel insurance and trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

By signing this document you acknowledge and agree to the terms and conditions set out within it. The reservation cannot be regarded as confirmed until a signed copy of this document has been returned to Ingan Tours by email or fax.

Publicity:

You give permission for Ingan Tours to use images (including still and video) of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

You're Full Name (including Children):

Signature:

Address:

Date: _____