

Tour Participation Conditions

ALL STEVE'S PRIVATE TOURS ARE NON-COMMERCIAL AND EXCLUDE LIABILITY

Steve as a private individual is currently practicing his hobby of guiding private tours and inviting his friends along to join him from time to time. All Steve's private tours are non-commercial and no fees are charged. Anyone choosing to participate on any of Steve's private tours does so accepting that their participation is on a private individual basis as a friend/associate of Steve completely at their own risk.

Steve takes the safety, welfare and enjoyment of his friends seriously, so requires that before any intending participant is invited to join Steve on any of his private tours, that the intending participant must fully complete this application form personally – including Personal Particulars, Medical Declaration, and must personally read, understand and agree to the Honour Clauses of the Non-Commercial Tour Agreement below.

Honour Clauses (Terms and Conditions) Non-Commercial Tours

Tour participant acknowledges and accepts that Steve undertakes his private tours on a non-commercial basis, and does not trade as a business, nor as a commercial tour operator, nor as a club, nor as a charity. The participant acknowledges and accepts that Steve is currently pursuing his hobby arranging private tours offered to participants as friends on a private and informal basis.

Steve charges no fees. Invited participants must self-fund their own participation voluntarily, yet are also welcome to contribute nominal contributions to cover direct costs of any participation on a tour.

Participants Must Submit a Completed Application

Tour participants are required to submit a completed and signed Tour Application and Medical Declaration in advance of any tour.

Minors Not Permitted

Participants under the age of 18 years are not permitted on any of Steve's private tours due to unacceptable heightened risks in the outdoors environment in which we operate and due to liability insurance prohibitions. We refer parents to our competition.

Participant Acknowledgement of Risks and Obligations

The participant acknowledges and accepts that Steve's private tours are outdoors activities which include bushwalking which poses inherent hazards, risks and rigors that may cause injury, illness or death or to loss of or damage to property.

The participant acknowledges and accepts that their participating in bushwalking potentially carries the risk of harm of personal injury or death. Participants acknowledge and accept that their presence at and participation on any of Steve's Private Tours shall be entirely at their own individual risk.

The participant acknowledges that in participating on any of Steve's private tours, in order to minimise risks I will endeavour to ensure that:

1. Each activity is within the participant's capabilities
2. The participant shall wear appropriate clothing as advised by the Tour Leader
3. I shall carry food, water and equipment and clothing appropriate for the activity
4. I shall advise the Tour Leader if I am taking any medication or have any physical or other limitation that might affect my participation in the activity
5. I shall make every effort to remain with the rest of the party during the activity
6. I shall advise the leader of any concerns I am having, and
7. I shall comply with all reasonable instructions of the Tour Leader.

Failure to Show

It is the responsibility of a participant booked on each given tour to show up at the designated Tour Start Location and Scheduled Meet Time – appropriately dressed and equipped as specified by the Tour Leader, as well as being fit, well-rested, fresh and sober.

It is the responsibility of a booked participant if for any reason they feel unwell, unfit or in any way unable to participate competently, that they immediately notify the Tour Leader by phone on the mobile number at the top of this agreement.

The participant must keep the Tour Leader informed if there are any changes to the booking – number of participants, cancellations or request to exchange an individual.

Assume that tours publicised on the Steve website under the current seasonal programme are to proceed as described, unless you are informed otherwise by Steve – typically by phone to booked participants in the first instance, with a follow up email explanation.

The participant must not assume that the booked tour is cancelled because of inclement weather.

Tour Numbers

The minimum participant number on any tour is one (1) plus the Tour Leader. We will proceed on a tour with one participant, up to a maximum of six, plus our Tour Leader. This limit is recommended by National Parks Service for ecological and risk management reasons, and we happily comply.

Please keep us informed of any changes to the numbers in your party. An increase in numbers may not always be possible. To avoid disappointment, notify us of changes as early as possible

Dangerous Weather Policy

The Tour Leader will normally operate in all but exceptional weather conditions. Conditions such as fog, mist drizzle, showers, rain, sleet and moderate wind do not affect normal operation of our tours.

Assume that your booked tour shall proceed as scheduled unless you are informed otherwise by the Tour Leader by phone. Steve will make every effort to notify booked participants if there are delays, postponement, rescheduling, variations or cancellation well in advance of a given tour.

The participant acknowledges and agrees that the Tour can and will be affected by the weather and that the weather conditions may change without warning. The participant acknowledges that the Tour Leader may need to cancel, halt, delay or re-route a tour in response to hazards including extremes of weather, fire, flood or path instability. Where possible the Tour Leader will attempt to preserve the nature of a tour.

There are 5 specific weather dangers that for safety reasons will likely cause a tour to be cancelled.

1. Bushfire risk rated as 'Extreme' or worse, and/or an active bushfire in the region
2. Forecast/Actual risk of lightning strike
3. Forecast/Actual high winds gusting above 60kph, when clifftop walking is involved
4. Forecast/ Actual snow
5. Forecast/Actual maximum temperature above 35 degrees Celsius

Conditions of Participation

The participant agrees to act in a safe and appropriate manner while using the facilities and services provided, and to abide by all directions given by the Tour Leader. Any equipment loaned to a participant for a tour must be returned by the participant to the Tour Leader at the Tour Finish.

A participants who arrives at Tour Start without approval of the Tour Leader shall be automatically denied participation on the tour, without exception. Steve reserves the sole right to cancel any tour for any reason, to alter our tours (including but not limited to starting times, pricing, inclusions or itinerary) at any time for any reason without notice, and deny access to tours for any participant for any reason.

Steve reserves the sole right to refuse any participant applicant for any tour and will advise the individual directly of the reason in strict confidence. The timing of refusal may be upon Steve receiving an intending participant's completed application form, in which case a notice of refuse by email shall be sent by Steve to the intending participant. The timing of refusal may also be at the Scheduled Meet Time whereby the Tour Leader at his/her complete

discretion considers an intending participant unwell, unfit, is objectionable or inadequately dressed and equipped to safely and competently undertake a tour.

Steve reserves the sole right to remove a participant from any tour for any reason. Steve shall not be liable for any additional expenses incurred as a result of rejecting an intending participant, or the removal of an actual participant from a tour.

Justification for rejection/removal includes, but is not limited to, anyone who in the opinion of the Tour Leader is considered to ignore/disobey directives of the Tour Leader or assistant staff, be affected by alcohol or drugs, is disorderly, poses a hazard to themselves or to others, is abusive, appears not physically able, mentally problematic, or is objectionable in any way.

Fitness to Participate

The participant must in advance of a tour declare they are medically and physically fit and able to participate in any tour. The participant must immediately notify the Tour Leader (prior to any booked tour and/or during participating on any tour) of any change to my medical condition, fitness or ability to participate. The participant acknowledges and accepts that Steve will continue to rely upon this declaration as evidence of their fitness and ability to participate.

Emergencies

Each participant personally acknowledges that they may encounter weather conditions that could lead to hypothermia and being in locations where evacuation for medical treatment may take hours or days.

In the case of medical emergency, the participant acknowledges and accepts that every effort will be made to notify the emergency contact named on this form. In the event that the emergency contact cannot be reached, the participant gives permission for the Tour Leader to communicate personal information provided by the participant on the Participation Agreement to the attending medical authorities and for the attending medical authorities to make emergency decisions for me. In the event medication, medical advice, treatment and/or equipment or transportation is required, I agree to accept full financial responsibility.

Health Insurance

The participant accepts that adequate health and trip interruption insurance is his/her responsibility. The participant must have their own private health insurance including the cost of emergency and ambulance services, as well as their own travel insurance.

Ecological Respect on Tour

Steve chooses to conduct most of its walking tours in the Greater Blue Mountain World Heritage Area. This valuable natural environment sustains our tour venture. Many of our tours are conducted in ecologically sensitive sanctuaries that we undertake to safeguard as we pass through. It is a condition of participation on a tour that 'we leave no trace' of us having been there except for incredible photos and magic memories. Please do not interfere with, pick up, alter or remove any plant, animal or other natural, historical or cultural feature.

10th October 2017

Please keep to formed tracks, carry all your rubbish out with you and use minimal impact toileting procedures should 'nature call'.

Security and Privacy

At Nature Trail we take participant security and privacy very seriously.

All participant data is stored securely at Nature Trail base off-line.

We will take all reasonable steps to protect your personal information supplied. This includes appropriate measures against unauthorised access, modifications, misuse and disclosure.

Consistent with Australia's Privacy Act and Australian Privacy Principles guidelines, all personal information about an intending/accepted participant provided in this agreement is retained securely by Steve.

We will take reasonable steps to destroy or permanently de-identify personal information if it is no longer required. This destruction of personal information will be by secure means, for example shredding, pulping or disintegration.

Personally identifiable information is stored on servers that are not publicly available. Further, personally identifiable information is only accessed by APT's employees on a 'need-to-know' basis. Credit Card details are NOT stored on our database when you book, or buy products on our site.

Exclusion of Liability

Whilst Steve and or any associated third party to a tour will take all reasonable steps to deliver an enjoyable tour as advertised, there is no acceptance of liability for any loss of enjoyment experienced by participants due to circumstances beyond the Tour Leader's control. Steve shall not be liable for any additional expenses relating to any tour, including but not limited to: cancellations, missing connecting transport, extra accommodation, or food expenses. All additional expenses incurred on a tour shall remain the sole responsibility of the participant.

Steve will as part of its tour offering from time to time use the services of other operators – caterers, site guides, commentary subject experts, tourism operators, transport operators, etc. – and whilst Steve takes all reasonable care in selecting these operators, it cannot accept responsibility for those operators conduct or the conduct of their representative employees or agents or any ramification of that conduct.

The participant acknowledges that where he/she is a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. The participant acknowledges that these implied terms and rights and any liability of Steve flowing from them, are expressly excluded to the extent possible by law, by this declaration.

Release and Indemnity

In consideration of Steve accepting a the participant on any tour, that participant: (a) releases and will release Steve from all claims that that participant may have or may have had but for this release arising from or in connection with his/her participation on any tour; and (b) indemnify and will keep indemnified Steve to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with his/her participation on any tour.

In consideration of the above tour being provided for no fee, as an invited participant on any of Steve's private tours, the participant, his/her heirs, executors, and administrators, hereby waive all or any claim, right or cause of action which the participant or they might otherwise have for or arising out of loss enjoyment, loss of life or injury, damage to or loss of property or of any description whatsoever which the participant may suffer or sustained on any tour and activities undertaken in connection therewith.

The participant acknowledges the risks and agrees to take responsibility for his/her own actions and that signing this agreement will be deemed as full acceptance and understanding of the above conditions. The participant has provided the information required. In voluntarily signing this agreement, the participant covenants and warrants that (a) all information provided is true and correct; and (b) the participant has read, understood, acknowledge and agree to the above declaration including but not only the warning, exclusion of liability, release and indemnity.