



AFTER DARK
nature tours

Participation Declaration and Disclaimer

Before participating in an After Dark Nature Tours walk, all participants must read the important information in this document and then sign the declaration and disclaimer below.

Adult first name: _____

Adult last name: _____

Email Address: _____

Yes, I would like to receive up to 6 updates a year by email

Under 18 years of age full Name: _____

Home address: _____

(Please provide your actual home address. Not a hotel etc)

Country: _____

Post/ zip code: _____

Please sign and date over page:

Participants under 18 years of age: This is signed by the adult named above on their own behalf and on behalf of any child (12-17 years) named above.

All participants must read After Dark Nature Tours 'tour safety' information before completing this form. You must not participate in the walk if you believe, or have reason to suspect, that your health or physical condition may put your safety or that of other participant's safety at risk. If unsure, please speak to your guide before the tour begins. Please be aware that even if you feel able to participate, you may be refused to participate or continue at any stage of the walk. To help you assess your ability to participate, please tick any of the boxes below if they apply to you or children in your company.

I am pregnant

I have:

Had surgery in the last 6 months

Broken bone, limb, joint or back injury

A respiratory condition

High or low blood pressure

Diabetes

had a seizure in the last 6 months

A heart condition

low vision or blindness

Medication I need for the tour

Another health concern that may be relevant

I can read and understand English

By signing this document I honestly declare that:

1: I have read and understood After Dark Nature Tours health and safety information and **terms of trade**. I understand that I may be removed from the tour without a refund if I do not comply with the terms.

2: I have considered my health and ability to complete the tour within the required time. I am confident that my health and safety and that of others will not be put at risk whilst participating on the tour.

3: I will not damage deface or destroy any equipment supplied by After Dark Nature Tours.

4: I agree to comply with After Dark Nature Tours etiquette policy to:

- Follow the guides instructions
- Turn mobile phones off
- Leave mp3's or ipods in my bag
- Keep noise to a minimal level and only when necessary
- Not grab onto or pick branches or plants including flowers
- Touch or disturb wildlife in any way
- Not use flash photography so as not to disturb the wildlife
- Shine standard lights in the direction of wildlife or other participants
- keep my rubbish with me on tour and dispose of correctly
- Not to smoke once at the meeting place and throughout the whole tour.

By signing this document I warrant I understand that:

1. The Terms of trade (as displayed and available in printed form) includes important exclusions and limitations of liability and indemnities that I have agreed apply to me and operate to the benefit of After Dark Nature Tours and any reseller of After Dark Nature Tours product. I understand I may now request a copy of the Terms of trade if I wish to again read them.
2. I agree I will participate in the tour at my own risk.
3. I agree to indemnify After Dark Nature Tours , against any loss, damage or claim suffered or brought against any of them, arising out of or in any way in connection with my participation in the tour, or a breach by me of the terms of this document or the Terms of trade (to the extent permitted by law).
4. After Dark Nature Tours and its authorised sub-contractors have the authority to use and reproduce any photograph taken of me for any purpose including display and sale by or on behalf of After Dark Nature Tours without any compensation to me.
5. Photographs acquired from After Dark Nature Tours remain copyright to After Dark Nature Tours. They must not be reproduced or used by me or anyone I authorise for any commercial purpose, including promotion of any supplier or any supplier's products or services, without After Dark Nature Tours prior written permission.
6. After Dark Nature Tours will rely on this declaration and is not responsible for my decision to participate.
7. Whether or not a person has previously purchased a tour, After Dark Nature Tour's may, for whatever reason and in its absolute discretion, refuse them participation on the tour.

Signature: _____

Date: ____ / ____ /20 ____

PRIVACY STATEMENT: After Dark Nature Tour's understands that the information supplied in this document is personal and confidential. It will not be used for any marketing or promotional purposes, and will not be sold or distributed to any third party. After the tour, this document will only be recovered for the purposes of confirming your participation or to defend any action. Queries in connection with this document should be addressed to the Director, After Dark Nature Tours at jess.relton@afterdarkmail.com.au. Or in writing to PO Box 3036 Manly East NSW Australia 2095