

THE moving mountains PROJECT

info@movingmountainsproject.com | www.movingmountainsproject.com

Waiver and Release Document

PLEASE READ THIS INFORMATION CAREFULLY

INTRODUCTION

In your contract (booking form) with Moving Mountains Pty Ltd you agreed you would enter into a waiver and release document. This is the waiver and release which if signed by you, becomes part of the contract and binding on you. You can choose not to sign it and the contract will be at an end.

Part A of this form is a Waiver and Release Agreement, Part B is an acknowledgment and Assumption of Risks, Part C is a Medical Authority and Part D is Confirmation of Travel Insurance.

In consideration of the services to be provided by The Moving Mountains Project Pty Ltd, its owners, officers, employees, representatives, and all other persons or entities associated with it (collectively referred to as "The Moving Mountains Project") I agree as follows:

1. Reference to "I" or "me" shall refer to person or persons who have signed this document.
2. The word "document" refers to the whole document, including the Introduction, Parts A, B, C & D.

PART A: WAIVER AND RELEASE

3. I hereby release The Moving Mountains project from all liabilities (including legal fees).
4. To the extent allowable by law I agree to release and hold harmless and agree not to sue the Moving Mountains Project with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the person or entity hereby released or otherwise.
5. I hereby release The Moving Mountains Project from all claims and actions that I may have at any time against The Moving Mountains Project arising from any damage or injury or any loss or expense that I may suffer as a result of my participation in any trip organised by The Moving Mountains Project.

PART B: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

6. Participating in trips organized by The Moving Mountains Project involves certain risks. I understand and acknowledge that there are risks, hazards and dangers associated with my participation in a trip. Some risks are inherent in these activities and cannot be eliminated or reduced. **These inherent, and**

other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. The following describes some, but not all of these risks, hazards and dangers:

7. **Risks involved in physical activity** and exertion, for which I may not be prepared.
8. **Risks present in an outdoor and mountainous environment.** These risks include travel in high altitude, mountainous terrain, and on routes that are not maintained or controlled. While travelling in these areas, hazards may not be marked or visible. Weather is changeable and unpredictable; and dangers exist from lightning, rivers, creeks, falling rocks, snow and ice, fallen timber, beehives, domestic and wild animals, and other natural hazards. Crime can also occur in remote outdoor environments.
9. **Risk of illness or infection** associated with consuming food, water and travelling both in major towns and remote villages in a developing area. This includes risk of catching a non-food-or-water borne infectious disease.
10. **Risk associated with travel.** Travel can be by air, road, foot, bus, taxi or other means and can be over rough, unpredictable and mountainous terrain in adverse weather conditions. The only vehicles available for transport may not be safe. The state of the driver or condition of the vehicle may be unknown.
11. **Risks in decision-making.** The organizer/s of The Moving Mountains Project trips must make various judgements and decisions as they conduct the trip in changing environments. These judgements and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision making by The Moving Mountains Project including, without limitation to, the risk that a representative of The Moving Mountains Project may misjudge weather, terrain, participants' ability, route location, or misjudge first aid treatment.
12. **Risks connected with geographic location.** The Moving Mountains Project trips may take place in remote places, several hours or days from any medical facility, where communication and transportation are difficult and where evacuation and medical care may be delayed.
13. **Risks associated with political unrest or instability.** The countries where The Moving Mountains Project walks take place are not always politically stable or free of unrest.
14. **Such other risks, hazards and dangers** that are generally associated with walking and travel in remote locations and developing countries.
15. I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that in participating in a trip with The Moving Mountains Project I have responsibilities as a participant. I represent I have no mental or physical problems or limitations that might compromise or affect my ability to participate which have not been disclosed to The Moving Mountains Project. I represent I am fully capable of participating without causing harm to others or myself. I acknowledge that The Moving Mountains Project's staff or representatives have been available to answer my questions about the nature and physical demands of this trip

and the risks, hazards and dangers associated with it. I understand that the presence of The Moving Mountains Project personnel is no assurance of my safety or the lessening of any of these risks.

16. My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I, assume and accept full responsibility for the risks identified here and for those risks not identified, and for injury, death, property loss or expenses suffered by me resulting from those risks, and resulting from my own negligence and to the extent allowable by law, the negligence of the Moving Mountains Project.

PART C: MEDICAL AUTHORITY

17. I agree that if I suffer injury or illness The Moving Mountains Project is entitled, at my cost, to arrange medical treatment and emergency evacuation services as The Moving Mountains Project deems essential for my safety.

PART D: TRAVEL INSURANCE

18. I confirm that I have comprehensive travel and health insurance dated from the day I depart my country of residence to the day I return to my country of residence. I confirm that this travel insurance does not exclude helicopter evacuation for medical emergencies.

I confirm that I am over the age of 18 years. I have read and understood the terms and conditions of this document prior to signing it. I acknowledge that I will be participating in a dangerous recreational activity and that participation is voluntary. I agree to pay attention to and follow directions. I acknowledge that I must be responsible for my own safety at all times. I understand that I have given up substantial rights by signing this document and sign it voluntarily without inducement of any kind.

Name _____

Date ____/____/____

Signed _____