



YAGURLI TOURS

— B U R K E T O W N —

Yagurli Tours– Terms & Conditions of Participation

You have agreed to participate in a Yagurli Tour ("the Tour") owned and run by Gangalidda Garawa Services Pty Ltd ABN 88 161 140 718 ("the Company"), and you agree to the following terms of waiver and release ("the Terms"). You are required to sign and provide us the following waiver before participation in the Tour.

Our services are provided to you subject to your acceptance of the Terms and Conditions set out herein.

Tour Activities

You are aware that the use of and visiting the land used by the Company and participating in a Yagurli Tour offered by the Company includes but is not limited to:

1. Burketown Historical Sites and Bush Tucker Tour. You are required to use your own vehicle, that must be in road worthy condition for this activity and the Company accepts no liability for any accidents resulting from your use of your vehicle in this Tour, whether due to the negligence of the Companies employee or other Tour participants.

You must at all times follow the reasonable directions of your Tour guide. You acknowledge the lands and waterways forming part of the Tour are inhabited by venomous and potentially deadly animals and toxic plants. No liability will be accepted by the Company for any injury or death sustained by your participation.

It is recommended you wear suitable clothing to prevent injury from insect bites and sun burn, take sunscreen, insect repellent and water.

You are required to disembark your vehicle at several locations, on uneven or slippery ground where you may encounter potentially dangerous animals and plants. This tour can involve the ingestion of native plants and animals. You must advise your Tour guide of any potential allergy and not participant in sampling products you should assume pose a health risk given your medical background.

You warrant that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in the Tour.

2. Rivers of the Gulf Sunset Tour. You are required to use the pontoon facility provided by Burke Shire Council to embark the vessel. Our guides will assist tour participants as required, though no liability will be accepted for any injury sustained embarking or disembarking the Tour vessel.

You must at all times follow the reasonable directions of your Tour guide. You acknowledge the waterways forming part of the Tour are inhabited by venomous and potentially deadly animals. No liability will be accepted by the Company for any injury or death sustained by your participation.



YAGURLI TOURS

— B U R K E T O W N —

It is recommended you wear suitable clothing to prevent injury from insect bites and sun burn, take sunscreen, insect repellent and water.

This tour may involve the ingestion of alcohol. You are responsible for your own behaviour, however your Tour guide may advise you, under a duty of care, that you cannot consume any additional alcohol based on your projected level of intoxication. You may also choose to consume other food products as supplied. You must advise your Tour guide of any potential allergy and not participate in consuming products you assume pose a health risk given your medical background.

You warrant that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in the Tour.

3. Yagurli Fishing Charters. You are required to use the pontoon facility provided by Burke Shire Council to embark the vessel. Our guides will assist tour participants as required, though no liability will be accepted for any injury sustained embarking or disembarking the tour vessel.

You must at all times follow the reasonable directions of your Tour guide. You acknowledge the waterways forming part of the Tour are inhabited by venomous and potentially deadly animals. No liability will be accepted by the Company for any injury sustained by your participation.

It is recommended you wear suitable clothing to prevent injury from insect bites and sun burn, take sunscreen, insect repellent and water. It is recommended that you obtain the assistance of your tour guide to handle your catch and under no circumstances attempt to unhook your own catch. The Company will not be held liable for any injury suffered, including but not limited fish spike injury, maiming or death.

You warrant that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in the Tour.

4. Yagurli Stargazing with a Cultural Twist. You are required to use your own vehicle to attend this Tour, held on Company property. At no time with the Company accept liability for any accident involving any vehicles travelling to and from the Tour for any reason.

This Tour will involve access to an open fire and may involve the ingestion of hot beverages prepared on the open fire. At no time will the Company accept any liability for injury resulting from participation in this tour.

You warrant that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in the Tour.



YAGURLI TOURS

— B U R K E T O W N —

Yagurli Tours are carried out in areas with limited medical services. You understand that while there will be first aid staff on site, there will be no professionally medically trained personnel available. You hereby authorise the Company to take such action as is necessary (but without any obligation on the Company 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/road, the attendance of any doctor, nurse, paramedic or ambulance officer and any necessary hospital service. You must pay the costs on time to the provider of the services or reimburse the Company within seven days of written demand.

You are not entitled to any refund for any part of the Jigija Fire Training that you miss due to sickness, illness or injury or due to other circumstances outside the control of the Company.

Vehicle Matters

Should your vehicle break down while participating in a Tour, the Company will use reasonable endeavours to assist with the recovery of the vehicle although is not obliged to do anything that would jeopardise the safety of any person or pose risk to property of the Company. The Company does not include the cost of any vehicle repairs, towing expenses or any other third party costs that may be incurred by you.

You warrant that all drivers of the vehicle:

1. Hold a valid open and unrestricted Australian driver's licence that permits operation of the class of your vehicle.
2. Are responsible for your vehicle and the persons in that vehicle and acknowledge that the driver is required to demonstrate a duty of care to all other road users, members of the public and other Tour participants.
3. Will be liable for any traffic offences incurred during the Tour in relation to your vehicle.
4. You are responsible for the maintenance of your vehicle during the Tour.
5. Driving from area to area during the Tour is undertaken primarily on rough, unsealed roads through varying terrains including sand, gravel, mud and creek crossings and are challenging, self sufficient 4WD experiences that traverse remote areas. You warrant that:
 - 5.1 All drivers of your vehicle have sufficient driving experience and expertise to safely drive in those conditions and to maintain the pace of the Tour;
 - 5.2 Your vehicle is capable of handling those conditions and able to be driven at the pace of the Tour; and
 - 5.3 Your vehicle is roadworthy and is registered under the laws of the State in which you live.

The Company's rights under this document are cumulative and not exclusive of any rights provided by law.