



Kimberley Booking Conditions & Risk Waiver Agreement

Booking and Deposit

To reserve a place on this trip you must **complete and return a Trip Booking Form** to wayne@freespiritadventures.com.au or fax or post the form to Free Spirit Adventures 17 Kent Avenue Seacombe Gardens SA 5047. You will then be sent an invoice for a **\$500 booking deposit** to be paid to Free Spirit Adventures. Returning the form and paying the deposit will secure your place on the trip.

By checking the box on the Trip Booking Form to declare that you have read, understood and accepted the booking conditions and the risks associated with this adventure; **you have confirmed your agreement with the these conditions.**

Acceptance on the trip: All trip participants must be fit to carry up to 15kgs over rugged terrain in hot and humid conditions and have suitable clothing and footwear as recommended in the gear list provided. Participants must have a written medical clearance signed by a medical doctor. Free Spirit Adventures reserves the right to decline any person as a trip participant at any time eg; if they are not adequately prepared for the trip or are under the influence of drugs or alcohol or any other physical/psychological condition which may compromise their safety.

Air North *(fine print)*

Check-in

Customers are required to be checked in at least 60 minutes before the flight is due to depart. If passengers have not completed check in 30 minutes prior to departure, travel will not be permitted. Depending on your fare conditions, a failure to check-in on time may also result in:

- the loss of the fare. You will need to make a new booking and pay for a new ticket if you wish to travel, or
- the payment of a change fee plus any difference between the fare for your new booking and the original fare.

Baggage: Allowance on Air North services is 13 kilograms per person with maximum linear dimensions length x width x depth up to 140cm. Any baggage in excess of 13kgs will be considered 'excess baggage' and will be carried on a space available basis. Excess baggage charges, will be applied to all baggage in excess of 13kgs. While every care is taken with baggage, no responsibility can be accepted for any loss, damage or delay. We recommend having baggage insurance for this reason.

Travel Insurance: We recommend that you organise travel insurance through our Travel Manager: Andrea Turner, please email andreat@travelmanagers.com.au or phone Andrea on 0414596945.

You are at liberty to organise your own travel insurance but please ensure that there is adequate inclusions for trekking, including medical emergency evacuation.

Please note: If you retire from the trek for reasons other than medical, you will need to pay for the evacuation "up front" (normally with credit card or a cash transfer to the relevant company) *Other extra costs are of course accommodation, meals.*

Final Payments: are due 100 days prior to travel. A late payment fee of \$100.00 will apply for payments made after this date. Payments can be made by cheque or by electronic bank transfer. You will be sent a tax invoice 30 days before payment is due, which will include payment details.

Trip Price Policy

Prices are subject to change and availability until full payment is made. Changes may be due to inflation, fuel prices, conditions, fees, taxes or other changes. If this occurs we will contact you.

Trip price does not include: excess baggage charges, meals not specified as being included, drinks, insurance premiums, telephone charges or any other personal expenses incurred by participant, including cost of evacuation if not covered by travel insurance.



Itinerary: Flights & trek itinerary are also subject to variation depending on circumstances.

Variations may be necessary for reasons including but not limited to; safety, interruptions to transportation, prevailing weather conditions and the needs of the group. We will advise you of any changes if and when they arise.

Cancellations: Deposits are non-refundable unless there are extenuating circumstances. For cancellations received less than 100 days prior to departure, the cancellation fee is 100%. We may also choose to offer you another trip (transferable) at our discretion. Free Spirit Adventures (FSA) reserves the right to vary or cancel a trip or a specific departure and will endeavor to advise you of cancellations not less than 90 days before departure. In the event of FSA cancelling a trip, we would work with all the members of the trip to try to provide alternative arrangements.

If you do not accept alternative arrangements we will refund all payments you have made to FSA, less any unrecoverable costs or admin fees. FSA will not be liable for any additional costs incurred by you. No refunds will be made if a participant decides to pull out of the trek. However, non-completion of the trek due to medical emergency should be covered by travel insurance. **We advise you to have a travel insurance policy that covers cancellation or inability to travel due to illness or extenuating circumstances.**

Risk Awareness / Liability Waiver

You have been advised by Free Spirit Adventures (FSA) and Getaway Trekking (GT) and Home Valley Station (HVS) of the following matters in relation to your upcoming Kimberley trip with FSA/GT/HVS: You have been advised that travel and trekking are inherently dangerous activities. You may be killed, injured, incapacitated and experience pain, illness and suffering. You may experience loss, damage or theft of my property. Any of the above may not be FSA, GT or HVS' fault or the fault of anyone. These incidents may be caused by others in my party, employees or directors of FSA, GT or HVS, their subcontractors or guides. They may be caused by environmental factors, or even just physical or mental exhaustion which can happen at any time on my trip. There is no way of predicting all the hazards you may face. While FSA, GT & HVS will take reasonable precautions to minimise the risks, there is no way FSA, GT & HVS can guarantee your safety on this trip 100%.

You acknowledge that the areas we will be travelling in the Kimberley are often remote with little or no immediate medical support. In some remote areas self-rescue is the only option. Your guide may need to begin first aid appropriate to the remoteness of the area and the nature of my ailment. By checking the box on the trip booking form to declare that you have read, understood and accepted these risks; you agree not to seek compensation, financial or otherwise from any incident that might occur during or associated with the trip, from FSA, GT, HVS, their directors, officers, employees or subcontractors.

FSA, GT, HVS and their agents including employees, guides, leaders, subcontractors and porters shall not be liable for loss, death or injury, to any of its clients or loss or damage or delay to their baggage, personal effects or other property arising from the following:

1. Acts of God including but not limited to Landslides, Avalanche, Earthquakes, Flooding and Fire;
2. Civil disturbances of any nature including but not limited to War, Revolution, Riots, Strikes or Labor Shortages;
3. Environmental Factors such as changes to trails, rivers and valleys, loose rocks, unstable ground, bad weather;
4. Any other circumstance beyond our control and responsibility.

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Acceptance

By agreeing to the booking conditions and accepting the risks that have been explained to you; you waive your right to bring any legal claim against the Enright Group Pty Ltd, The Enright Family Trust t/a Free Spirit Adventures, Getaway Trekking, Home Valley Station ; even where FSA/GT/HVS and its Employees, Agents or Contractors would otherwise be deemed liable due to Gross Negligence, Breach of Contract or otherwise as outlined above.