

PARTICIPANT'S AGREEMENT REGARDING COMPLETE ASSUMPTION OF RISK OF TRAVEL AND RELEASE OF *Fiji Dreaming Pty Ltd* LIABILITY

1. As a *Fiji Dreaming Pty Ltd* ('*Fiji Dreaming*') trip participant, I understand that *Fiji Dreaming* provides responsible, adventure travel and accommodation, and that travel to these destinations may entail risks (and rewards) above and beyond those encountered in travel to destinations in the industrialised world. I acknowledge the risk and hazards of travel in remote areas where injury, delay or unanticipated events may occur. I acknowledge that *Fiji Dreaming* is not an insurer, that the potential claims, losses, damages, and expenses arising out of my participation in the activities of the trip, tour or activity may be great in proportion to the fees I have paid to *Fiji Dreaming* and that it is not reasonable for *Fiji Dreaming* to assume the risk of liability that maybe incurred in connection which such activities. By signing below, I unconditionally accept, acknowledge, understand, and agree to fully assume all of the above risks inherent in travel to *Fiji Dreaming* destinations. By signing below, I accept responsibility for my own welfare and fully agree to release *Fiji Dreaming* from all liability in connection with my tour, trip, or activity.
2. I understand that during the course of the trip certain events may occur, including, but not limited to, accident or illness in remote locations without medical facilities, political instability and the forces of nature. The normal level of medical treatment and services, including the presence of a physician or any other trained medical professionals and/or availability of prescription type drugs, may not be immediately possible. I agree to assume all risks associated with the journey to the maximum extent permitted by law and fully release *Fiji Dreaming* from any and all liability in connection with the foregoing.
3. I acknowledge that travel on a *Fiji Dreaming* trip requires a degree of flexibility, and understand that the trip's route, accommodation, modes of transport and included activities are subject to change without prior notice due to local circumstances. I understand and agree that *Fiji Dreaming* cannot and does not guarantee a verbatim compliance with the itinerary and itineraries that have been furnished to me. If tours, trips or activities are cancelled due to acts of insurrection, strikes, acts of God, or any other cause beyond the control of *Fiji Dreaming*, refunds will be based on the difference between the original trip price and the cost of services already provided.

4. I am aware that travel within a group situation invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of group members. I have been advised that my tour leader may be required to improvise and exercise his or her good-faith discretion and/or make decisions based upon the consensus of the group which may not please me personally but satisfy the larger desires of the group. I acknowledge and accept these aspects of group travel.
5. *Fiji Dreaming*, its owners, agents, employees and affiliated companies, assume no responsibility or liability in connection with the provision of third-party services which may be used for the benefit of *Fiji Dreaming* trip participants. *Fiji Dreaming* will not be responsible for any act or omission, nor for any injury, loss, accident, delay, inconvenience, or damage, which may be occasioned by any cause whatsoever, including acts of nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to the published schedules.
6. I agree that this Complete Assumption of Risk of Travel and Release of *Fiji Dreaming* Liability shall be legally binding upon myself, all minors under the age of 18 travelling with me, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all the risk of travel and to release *Fiji Dreaming* from any and all liabilities to the maximum extent permitted by law. I agree to fully indemnify *Fiji Dreaming* for all costs including attorney's fees if I commence an action or claim against *Fiji Dreaming* based upon claims I have previously released or waived by signing this form.
7. I confirm that I have read, fully understand, and agree to all of the terms and conditions contained in Booking Information and Conditions; and Limitation of Liability. I also confirm that I will have fully read and understood my responsibilities as outlined in the Pre-departure Information prior to trip departure.

I agree with the terms of this contractual agreement:

Yes No

Participant Name _____

Parent/Guardian Name _____

Parent/Guardian Signature _____

Date _____