

**CREATURES OF THE NIGHT - MEDICAL FORM
(Confidential)**

Name: _____

The following information may help you in the unlikely event of an accident. It is not our intention to exclude you from a trip because of your answers. People with various medical conditions and disabilities have successfully completed Creatures of the Night expeditions in the past. If you are unsure of your ability, mentally or physically you should contact Creatures of the Night / or speak with a doctor before booking a trip. If you do not wish to fill out this medical form please contact Creatures of the Night.

Please circle Yes or No. If you answer yes to any of the following questions please give details.

1. Do you have any known **allergies** to food, medications, bites, stings or anything? Yes / No

2. Do you have current tetanus immunity? Yes / No Year of last booster

3. Do you wear glasses or contact lenses? Yes/ No

4. Are you currently taking any form of medication? Yes / No

(If you think you will require any medication please bring it with you.)

5. Are you under treatment for any condition or illness? Yes / No

6. Do you currently have or have you had any of the following medical conditions?
Heart disease, lung disease, high blood pressure, diabetes, asthma, epilepsy, back pain,
arthritis, ulcer, mental illness or mental disorder. Yes / No

7. Do you suffer from or have you had any of the following conditions:
Back pain, dislocation, hernia, sprain, strain, concussion, fracture, blackout, dizzy spells,
chest pain, headaches, chronic cough or shortness of breath. Yes / No

8. Have you had any surgery in the last 6 months? Yes / No

9. Do you have any other conditions you think may affect your health on this expedition? Yes / No

10. Do you have any disabilities? Yes / No

11. Do you have a doctor you regularly visit? Yes / No

Name: _____ Ph.: _____

Medicare #. (Aust. residents) _____ Do you have private health insurance? Yes / No

Fund _____ # _____ Cover

**Creatures of the Night -
RELEASE OF LIABILITY & ASSUMATION OF ALL RISKS**

PLEASE READ CAREFULLY

THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS

**ASSUMPTION OF RISKS of Creatures of the Night Wildlife Observation
Excursions**

I, _____, acknowledge that I have voluntarily applied to participate in the Franklin River rafting expedition designated on this form, or to a trip to which I may subsequently transfer. I am voluntarily participating in the trip with the knowledge that the travel to remote areas visited by this trip involves numerous risks and dangers including but not limited to:-

- Physical exertion to which I may not be accustomed;
- Bodily injury; strains; fractures; paralysis; disease; death;
- The hazards of travelling in a vehicle, walking on unformed paths potentially at night and use of equipment related to the observation of wildlife;
- Extremes of weather and temperature including sudden and unexpected change;
- The possibility of accident and illness remote from normal medical services and difficulties of evacuation;
- Risks of travelling in steep and rugged wilderness terrain including rock fall, tree fall and walking on slippery, uneven and unstable ground;
- Consumption of alcoholic beverages.

I acknowledge that the enjoyment and excitement of wildlife observation and adventure travel in general, is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation.

I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND VERIFY THIS

STATEMENT BY PLACING **MY INITIALS HERE:** _____.

RELEASE

I acknowledge that the cost of all Creatures of the Night trips has been based upon trip participants executing this Release of Liability and Assumption of Risks. Therefore as lawful consideration for being permitted to participate in such trip(s), I hereby **RELEASE AND DISCHARGE CREATURES OF THE NIGHT AND ITS AGENTS AND EMPLOYEES AND PARKS TASMANIA FROM AND AGAINST ANY AND ALL LIABILITY ARISING, FROM MY PARTICIPATION IN THE TRIP.**

I agree that this release shall be legally binding upon myself, all minors under the age of eighteen years travelling with me, my heirs, successors, next of kin, assigns, and legal representatives it being my intention to fully assume all the risk of travel and release **CREATURES OF THE NIGHT** from any and all liabilities to the maximum extent permitted by law. I understand all applications are subject to acceptance by **CREATURES OF THE NIGHT**, and upon acceptance shall be deemed to have been entered into and to be performed in Hobart Tasmania Australia. In the unlikely event that a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply:-

- (a) The disputes shall be settled by binding arbitration through the courts of Tasmania Australia;
- (b) The dispute will be governed by the laws of Tasmania;
- (c) The maximum amount of recovery to which I will be entitled under any and all circumstances will be the cost of my trip as paid to Water By Nature.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under booking information on the Creatures of the Night brochure / Website especially noting those regarding cancellations and refunds. In entering this agreement I am not relying on any representations made by or on behalf of Creatures of the Night. I understand that this is a legally binding and enforceable contract and sign it of my own free will.

Executed this _____ day of _____, 200__ in Tasmania.

Signature of applicant _____
(Parent or guardian must sign if the applicant is under 18 years of age)

Signature of witness _____

BOOKING FORM

Please send a deposit of 10% per person to
P.O Box 238, Sheffield, TAS, 7306

With this signed form.

The balance of your tour cost is due 30 days before departure.

Title - (Mr/Mrs/Miss/Ms): _____

Surname: _____

Given Names:

Address:

Town/City: _____

Postcode: _____

Phone (H): _____ Phone (W): _____

Mobile: _____

Email: _____

Fax: _____

Date of Birth: _____

Nationality and Passport # (If not Aust.): _____

Height: _____ Weight: _____

Occupation: _____

Booked Tour (Please Write):

Start Date: _____

Person to be contacted in emergency:

Phone (H): _____ Phone (W): _____ Mobile:

Special dietary requirements:

Medical conditions and medications (medications are your responsibility):

Allergies: _____

Do you wish to hire a sleeping bag/Swag? (Cost Additional): Yes / No (Please circle one)
Payments may be made by direct deposit (please contact us for the account number),
cheque, cash, money order or credit card (a surcharge may apply if you wish to pay the full
trip amount by credit card).

Credit Card payments for deposit only: MasterCard Visa Bankcard

Card Number: / / /

Expiry Date: / Amount: \$ _____

Cardholders Name: _____

Signature: _____

I have read, understood and accepted the terms and conditions.

Signature: _____

Print Name: _____

Date: _____

www.creaturesofthenight.biz

ECO-TOURS and Nocturnal Tours

Terms and Conditions

Terms & conditions

1. Operator

The operator is Creatures of the night, ABN 66 321 093 404 ("Operator").

Tours will be personally conducted by Chris Coupland B.S.c (Hon) unless otherwise previously agreed to by all parties

2. Other Providers

- The Operator may engage other providers from time to time to fulfil tour requirements ('other providers').
- Whilst the operator will not accept responsibility for any loss as a result of any act or omission of other providers, the Operator will give you reasonable assistance in helping to resolve any reasonable dispute that may arise with other providers.

3. Liability

Except as provided in the provisions of the Australian Trade Practices Act 1974, you will release the Operator, his servants, agents or representatives as a result of participating in any tour of any liability for injury, death, damage, monetary loss or loss of property.

4. Prices

General

- Prices are in Australian Dollars
- All tours and pricing are subject to a minimum number of participants. This minimum is two (2) persons. If the minimum number of persons is not achieved then the tour may still proceed with an agreed surcharge or the operator reserves the right to cancel or postpone the tour
- Prices are per person prices based on a minimum of two persons on a tour.
- Prices may be subject to change. The Operator will give you reasonable notice of any price change.

Included:

- Accommodation and meals
- All National Park fees

- Pre-departure information
- Services of guide/driver of Chris Coupland B.S.c (Hon)
- Australian Goods and Services Tax

Excluded:

- Air transportation and related fees, taxes and transfers to and from the tour
- Passport and visa expenses
- travel accident/baggage/cancellation insurance
- Food and beverage not included in the itinerary
- Single room surcharges
- Optional tours and activities
- Personal medical or accident evacuation costs
- Your personal expenses

5. Age of Participants

- If a child under the legal age (18 years) attends the tour, the parent/guardian takes full responsibility for the child.
- The parent/guardian agrees to these conditions on the child's behalf.
- For safety reasons the operator will not consent to a child under 18 years attending a tour unless accompanied by a parent or guardian.
- The operator may in its absolute discretion to deem a particular tour not suitable for children. Persons will be notified prior to final booking if the is the case.

6. Sharing

If you are travelling alone, it may be necessary for you to share accommodation with another participant in the event of single rooms/tents not being available. Best possible private and share facilities will be provided throughout the tour.

7. Booking Procedure/Checklist

Steps:

- Email or call the Operator to check availability of positions on the tour
- Follow the Price Enquiry and Reservation procedures contained in the website or email.
- The Operator will send you a confirmation letter together with tour pre-departure information on receipt of the reservation advice and when the deposit has been paid
- A non refundable deposit/booking fee for each participant in each tour will be 10% of the advertised or agreed tour price

- A reservation will lapse after 14 days if a deposit has not been received
- Final payment is due no later than Thirty(30) days prior to departure to enable firm bookings with suppliers to be completed
- Final documents will be sent to you approximately twenty one (21) days prior to the commencement of the tour.

General:

- Deposit payments can be made by telegraphic bank transfer to Chris Coupland, Creatures of the night and will be payable to the full Australian dollar value. Bank details will be provided from direct correspondence with Creatures of the night. Full and final payments will be by telegraphic bank transfer. Commencement of tour participation is subject to cleared funds being in Creatures of the night's bank account.
- Your payments will be held in a tour trust account until required for payment of tour costs.
- The Operator can cancel a booking if final payment has not been made by the time specified. The cancellation fees in Clause 8 apply to such a cancellation.

8. Cancellation by You (Fees)

Period of Cancellation and Fee:

- 30 days or more prior to departure full refund (100%) of tour cost. 10% deposit/booking fee not refundable
- 30 - 21 days prior to departure: 50% of tour price, therefore 50% of tour cost due as refund.
- 21 - 0 days prior to departure: 100% of tour price, therefore no refund is due.

General:

- Cancellations must be in writing
- Cancellation fees are to be paid within 14 days of cancellation.
- No refund will be made if you leave a tour.
- If you transfer from one tour to another, normal cancellation and new reservation terms and conditions will apply.
- Any payments made via the internet are your responsibility. You will release and indemnify the operator against any losses you may suffer.

9. Cancellation by Operator

- The Operator reserves the right to cancel a tour without assigning any reason for that cancellation.
- The Operator will give you reasonable notice of cancellation and will give you a full refund of monies paid by you.

- You will not make a claim against the Operator for any other loss suffered by you due to a cancellation.

10. Insurance

- The Operator requires that you take out comprehensive Travel Insurance.

11. Variations to Tour

- The Operator reserves the right to modify and change a tour itinerary due but not limited to changes in accommodation or other supplier arrangements, weather or other operational conditions (road conditions, mechanical break downs, strikes, government regulations, illness or accidents of customers or tour guides, National Park management directives.) No refunds will be made in respect of these changes.
- While the Operator may accept late bookings, it cannot necessarily guarantee it is able to provide transport and accommodation to the standard normally expected of the tour.
- You will not make a claim against the Operator for any loss suffered by the modification and change.
- You may leave the tour at any time by giving notice to the tour leader. You will not be entitled to a refund and the Operator will not be liable for any loss or damage you incur as a consequence of you leaving the tour.

12. Health

- To participate in a tour you must be in good health.
- At the time of making the booking you must inform the Operator of medical or dietary needs you may require for the Tour.
- The Operator may request medical evidence from you and in its absolute discretion may decline your participation in the tour due to poor health.
- Non-smoking disciplines will apply to all tours to enhance the health and comfort of all participants as well as an environmental safeguard.

13. Authority

- You agree to obey and comply with all rules and/or directions made or given by the Operator, its agents, representatives and other service providers, in connection with the tour.
- You will not act in a way that could endanger the welfare, enjoyment or safety of other participants in the tour or yourself.
- If you fail to comply with the Operator's rules and/or directions, you may not be permitted to continue in the tour, and no refund will be given.
- The Operator is not liable for any loss or damage you incur as a consequence of not being permitted to continue the tour.

14. Use of Photographic Images and Testimonials for Promotion

you agree to allow the following to be used by the Operator for marketing and promotional purposes:

- Images of yourself taken during a tour; and

- Testimonial feedback written by you.

15. Acknowledgement

By participating in a tour you agree to be compliant with, bound by and supportive of the promoted travel ethic of the Operator, in the best interests of the environment and all who wish to share it.

16. Complaints

Procedure:

- If you have a complaint you must inform the tour leader first.
- If your complaint is not able to be resolved through the tour leader, your complaint must be in writing and forwarded to the Operator within 30 days of the end of the tour.
- The Operator will reply to you within 30 days of receiving your complaint.

17. Variation and Severability

Variation:

- The Operator reserves the right to change these terms and conditions without prior written notice at any time, at the Operator's sole discretion.
- Any attempt by you to modify, supplement or change these terms and conditions will be null and void unless agreed to in writing by the Operator.

Severability:

- If a Court finds part(s) of this agreement invalid those parts shall be severed.
- The remaining parts will remain binding between you and the Operator.

18. Acceptance of Risk

- You acknowledge that you have read and understand fully the nature of the tour, you understand and accept the inherent risks associated with adventure travel, physical exertion, sudden changes in weather extremes, exposure to varying types of hazards, remoteness from normal medical services and evacuation difficulties.
- You accept any responsibility for injury, loss, death or damage incurred during the tour.
- You may be advised during the tour of dangerous activities not acceptable to the Operator. You will be solely responsible for injury, death or damage, suffered as a result of a dangerous activity.
- In the event of injury or illness, you agree the Operator can, at your cost, arrange medical treatment or emergency evacuation considered necessary and essential to your safety and well being.

19. Tour Guides and Drivers

- The Operator is not responsible for their actions, skills or capacity to deal with issues or events relating to safety or participants during the tour and they have no legal authority to incur liabilities on the Operator's behalf without the Operator's express permission.

- They will be mindful of each tour participant's welfare, but they cannot ensure your personal safety and you must therefore exercise due care for your own well being.

20. Application

- You acknowledge that you have read these Terms and Conditions.
- By making a reservation or booking with the Operator you have agreed to be bound by these Terms and Conditions, even if the pages outlining the Terms and Conditions are not signed by you.
- Where additional conditions apply to the purchase of a special tour package, including advised variations to the tour inclusions and exclusions, additional pre or post tour ground and air services, including special conditions applying to the purchase and issue of airline ticketing, then you acknowledge and agree to be bound by these special conditions as if they form part of the general Terms and Conditions applying to all Creatures of the nights tours.
- You will be required to sign these Terms and Conditions before participating in the tour.
- You can complete and return to P.O Box 238, Sheffield, TAS, Australia 7306

By signing this document you agree to abide by all terms and conditions outlined above

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Please Sign

.....

Please print name using block letters

.....

Date