(Provided by **MAGNUM ADVENTURES LTD)**

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.

In consideration of participating in the **ADVENTURE QUAD TOUR** / **UPOWER SEA ADVENTURE** I represent that I am **18yrs of age or older or currently hold a full driver licence** and understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. **I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity**. I fully understand and comply with the safety and operating briefing given to me by the operator/manager and/or staff member of **ADVENTURE QUAD TOUR/ MAGNUM ADVENTURES LTD/ UPOWER SEA ADVENTURES. In signing this document, I acknowledge that I have read and fully understand the terms of this waiver.**

I fully understand that this Activity involves risks of serious injury, which may be caused by my own actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Release's" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; **I fully accept and assume all such risks and all responsibility for losses, costs, and damages to myself and /or the vehicles' that may incur as a result of my participation or actions in the Activity.** MINIUM FEE CHARGED FOR ANY DAMAGE = **43,000VT OR $500 AUD**

By signing this document, I hereby release, discharge, and covenant not to sue or seek damages from **ADVENTURE QUAD TOURS**. Magnum adventures ltd its respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and owners/ lesser of premises on which the Activity takes place, (each considered one of the "**RELEASEES"** herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "release's" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Release's, I will indemnify, save and hold harmless each of the Release's from any loss, liability, damage, or cost, if any, which may incur as the result of such claim. I have read this ***RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT***, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

DATE	NAME	CRUISE SHIP ,RESORT & ROOM	DRIVERS LICENCE NUMBER	SIGNATURE