



Australian Battlefield Treks and Tours Pty Ltd

Trekkers Agreement

1. I acknowledge that Australian Battlefield Treks and Tours Pty Ltd is the organiser of the "Kokoda Trek" across the Kokoda Trail, in Papua New Guinea.
2. I agree to participate in this trek subject to the terms and conditions contained in this Agreement.
3. I acknowledge the trek is a "recreational activity" (as defined in the NSW Civil Liability Act and the Trade Practices Act) which involves significant risk of physical harm.
4. I agree to release and indemnify Australian Battlefield Treks and Tours Pty Ltd, and Australian Battlefield Treks and Tours Pty Ltd Trek Leaders, in the manner set out in this agreement.
5. I acknowledge that I have received appropriate warnings as to the risks associated with the Kokoda Trail including (without limitation) from Australian Battlefield Treks and Tours Pty Ltd:
 - a. The hazardous nature of the terrain and waterways;
 - b. The physically arduous nature of the Trek;
 - c. Criminal or malicious acts of people who may be encountered on the Trek;
 - d. Becoming lost or disoriented;
 - e. Injury or illness caused by plant or animal life;
 - f. Injury or illness as a result of exposure to the elements;
 - g. Illness as a result of the consumption of food or drink in the course of the Trek;
 - h. Illness as a result of contracting disease including (without limitation) cholera, malaria, typhoid, tetanus and hepatitis.
6. I acknowledge the significant risks inherent in participation in the Trek and agree that:
 - a. In order to safely complete the Trek I will require a high level of physical and medical fitness and exceptional endurance ability;
 - b. I will need to take appropriate medical precautions and advice before, during and after the Trek to avoid illness or disease;
 - c. I have been advised to consult a medical practitioner prior to commencement of the Trek;
 - d. I agree to take my own safety precautions and first aid equipment and all such items as specified by Australian Battlefield Treks and Tours Pty Ltd;
 - e. I acknowledge that I have to effect appropriate travel and health insurance cover as a condition of participating in the trek.
 - f. I acknowledge that I have been advised that international air tickets should be flexible to allow for a change of trek dates for any reason.
7. I agree:
 - a. To assume full responsibility for all risks associated with participation in the Trek;
 - b. That Australian Battlefield Treks and Tours Pty Ltd is not responsible for my safety;
 - c. That I will act in accordance with all reasonable instructions given by Australian Battlefield Treks and Tours Pty Ltd and/or its trek guides in and about the Trek.
8. I hereby release and indemnify Australian Battlefield Treks and Tours Pty Ltd from and against all actions, proceedings, claims, damages, liabilities, suits, demands, losses, costs, fees and expenses whatsoever incurred or arising out of my/our participation in the Trek, notwithstanding any negligence on the part of Australian Battlefield Treks and Tours Pty Ltd, its employees, agents or contractors.
9. I acknowledge that the deposit I pay for my trek is non-refundable. I acknowledge that I have been advised to take out a personal travel insurance policy to protect me against any medical or compassionate reason which might prevent me from participating in the trek.
10. I acknowledge that I have been advised to engage a Personal Carrier if I am not in peak condition. I acknowledge and agree that I will pay the full fee for a Personal Carrier if I have to



engage a Personal Carrier during the trek. In the event of engaging a Personal Carrier I agree to keep the weight of my camping gear, first aid items, trek snacks, clothing and toiletries to a maximum of 12 kg.

11. I acknowledge that in the event of my withdrawal from the trek for any reason whatsoever I will be responsible to meet all of my transport, food, medical and accommodation expenses in Port Moresby. I acknowledge that it is my responsibility to lodge a claim for these expenses against my travel insurance policy.
12. I acknowledge that Australian Battlefield Treks and Tours Pty Ltd is not liable for any personal, medical, transport, food or accommodation expenses if I have to withdraw from the trek for any reason.
13. I agree that the interpretation of this Agreement will be governed by the law in the State of New South Wales and submit to the jurisdiction of the Courts in the State of New South Wales in respect of all matters arising hereunder.

I have read & accept the Trekkers Agreement

Signature

Name

Date