

# Qantas Founders Museum

707 & 747 Wing Walk Tour

## Release and Indemnity Form

In this form:

"Wing Walk" means the activity of a guided tour of the external wing of the Boeing 707-138B & Boeing 747-200 exhibited at the Qantas Founders Museum, Longreach.

"Other activities" means all other activities associated with the Wing Walk including but not limited to climbing and descending ladders, entering and passing through confined spaces, passing through small openings and other physical activities.

"Premises" means the building housing the Qantas Founders Museum in the Airport precinct at Longreach, Queensland and the area set aside to exhibit the 707-138B and 747-200 aircraft in the Airport precinct.

**IN EXCHANGE** for the Qantas Founders Outback Museum Pty Ltd ACN 109494788 (with its employees, agents, licensees, contractors, sub-contractors, subsidiaries, related or associated companies, associates and assignees called Qantas Founders Museum (QFOM) agreeing to allow me to take part in a Wing Walk Tour and other activities at the premises now and in the future.

I Mr/Mrs/Ms/Miss.....

First Name

Surname

Of.....

Address

Postcode.....

Date of Birth..... Phone Number .....

For myself and my executors, administrators and assigns acknowledge and agree that:

1. Wing Walking is a dangerous recreational activity that involves a significant degree of risk of physical harm to me.
2. There are risks in Wing Walking which are obvious to me as a reasonable person (obvious risks).
3. As a matter of law I have no right to claim compensation from anyone if I am harmed because of an obvious risk materializing while I am Wing Walking or taking part in other activities.
4. I voluntarily assume all risks associated with Wing Walking and other activities.
5. I release QFOM from all claims and costs I would otherwise have or be able to bring if I am injured or killed or if any of my clothing or other property is damaged or lost while I am at the premises regardless of how that injury, death, damage or other loss happens or even if (by way of example) it happens as a result of:
  - o the negligence or recklessness of someone else.
  - o the design, construction, condition accurately or suitability of the equipment services buildings car parks, paths, landscaped areas or other improvements or facilities at the premises;
  - o any omission, inadequacy or error in any training or instructions that I or anyone else is given or in any rules or regulations made or procedures adopted by QFOM;
  - o AND I accept liability for and will indemnify and keep QFOM indemnified against those claims and costs.
6. I also accept liability for and will indemnify and keep QFOM indemnified against any claims or costs arising from any injury or death to any person and any loss or damage to any property which arises out of my negligence or recklessness while I am at the premises.
7. I will comply with all rules regulations procedures, training information, instructions made or given to me by QFOM.
8. I acknowledge that I cannot participate in the Wing Walk Tour if I am under the influence of alcohol or drugs and I state and warrant that I have not consumed any alcohol or drugs in the past 8 hours.
9. I acknowledge that:
  - o QFOM has the right to decline to allow me to take part in the Wing Walk Tour if in its absolute discretion it considers that I am unfit by reason of alcohol consumption or other reason to undertake the tour
  - o Smoking is not permitted during the tour
  - o I may be required to wear a safety clothing and equipment (provided for use during the tour)
  - o Am not to wear a backpack,
  - o Ensure that my hands are free and not carrying any articles with me.
  - o Make certain that I informed the tour guide of any matter of which I am uncertain as to safety.
  - o Immediately inform the tour guide of any injuries that I may suffer.
11. **I promise the information about me in this form is correct. I have read and understood everything in this form.**

Signature .....

Date .....

Signed to indicate full acceptance and understanding of the Terms and Conditions of my participation.

Certificate Completed & given out: Date .....

### Adult Guardian consent and indemnity (for those under 18)

First name (of Guardian) .....

Surname (of Guardian) .....

Of.....

Address (of Guardian)

Relationship to child.....

I request QFOM to allow the child to take part in the Wing Walk and other activities and I give my consent to the child doing so. In exchange, I confirm that I have read and understood this release and indemnity form and on behalf of the child, I make the acknowledgements, enter into the agreements and give the authorizations and promises contained in it. I also agree to personally accept liability for and indemnify and keep QFOM indemnified against all claims and costs brought by the child against QFOM or which arise out of the child's negligence or recklessness.

Signature (of Guardian) .....

Date of Birth .....

Date .....