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Waiver of liability

BETWEEN:

A M Bird & A Bird trading as Broome Camel Safaris ABN 25 620 996 206 of Lot 303 Fairway Drive, Broome, Western Australia (**Supplier**); and

You, the **Consumer**, details of which are set out at the bottom of this page.

1. Limitation of liability and exclusion of liability

1. Subject to clause 4, the Supplier is not liable to the Consumer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of camel ride tour services, except to the extent that such liability may not lawfully be limited or excluded.
2. Regardless of the generality of clause 1, the Supplier expressly excludes liability for any personal injury, death, consequential loss or property damage which may arise in respect of the camel ride tour services provided whether direct, indirect, economic, consequential howsoever arising by way of act or omission in contract or in tort.
3. Where the Supplier cannot by law exclude such liability, its liability to the Consumer will be limited to the supply of those camel ride tour services or the payment of the cost of those services supplied again. This clause applies despite anything else contained in or incidental to the Supplier's terms and conditions and to the fullest extent permitted by law.
4. Regardless of clause 1, the limitation of liability set out in clause 1 will not apply to any liability arising as a result of, or in connection with:
 - (a) a contravention of a written law, or a law of the Commonwealth, that establishes specific practices or procedures for the protection of personal safety; or
 - (b) from an act done or omission made with reckless disregard, with or without consciousness, for the consequences of the act or omission.
5. To the fullest extent permitted by law, the Supplier excludes all warranties implied by law.
6. For the purposes of this waiver, the term **Supplier** shall mean the Supplier, its officers, employees, subcontractors, suppliers and agents, whether individually or collectively.

I, _____ (insert full name of Consumer) (**the Consumer**)

- (a) have been advised that I have the right to seek and obtain independent legal advice before signing this waiver; and
- (b) have read and fully understand and agree to be bound by this waiver.

Signature of Consumer

Date