

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT FOR CONSULTANCY SERVICES**

To: Eric Philips | Icetrek Expeditions and Equipment of 182b Simmonds Creek Road in Tawonga South, Victoria, Australia (including its officers, directors, employees, agents, representatives and independent contractors) (collectively and severally referred to as Eric Philips | Icetrek).

In consideration of Eric Philips | Icetrek accepting my request for consultancy services and in Eric Philips | Icetrek providing advice and/or consultation including any incidental activities which arise before, during or after any advice and/or consultation, I,, agree as follows:-

1. Express Acceptance of Risk

- (a) I certify that my level of fitness and endurance will be adequate for the expedition and if necessary agree to verify with my medical practitioner that I do not have any physical or psychological problems which would create undue risk to myself or other participants on the expedition and which may impact upon the advice and/or consultation provided to me by Eric Philips | Icetrek;
- (b) I personally and voluntarily assume and accept all and any risks for any harm, trauma, injuries or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with the expedition whether or not the risks for any harm, trauma, injuries or damage arise from advice and/or consultation provided to me or fellow participants by Eric Philips | Icetrek;
- (c) I certify that I am aware of the inherent risks, dangers and hazards associated with the expedition and I voluntarily choose to undertake the expedition fully accepting such risks, dangers and hazards, should they arise, may cause personal injury, trauma, death or property damage or loss and in particular I acknowledge that the risk, dangers and hazards include but are not limited to:-
 - (i) that the expedition will be at a location that is remote in time and/or distance from any medical treatment or facilities;
 - (ii) that the risks, dangers and hazards involved in the expedition may be greater or different than those I normally encounter or that have been advised to me by Eric Philips | Icetrek;
 - (iii) that the expedition may involve exposure to the natural elements such as changing weather conditions, storms and wind, crevasses, thin ice, possible encounters with potentially harmful or fatal attacks by wild animals and varying or adverse wilderness conditions;
 - (iv) that the expedition may involve the use of equipment that may malfunction giving rise to the risk of personal injury, trauma, death or property loss or damage;
 - (v) that the expedition involves travel to and in and survival in the wilderness and that I may have inadequate physical fitness, endurance or skill during the course of the expedition;
 - (vi) that the expedition may include risks, dangers and hazards which arise from possible negligence on the part of my fellow participants on the expedition giving rise to personal injury, trauma, death or property loss or damage;
 - (vii) that changes to Eric Philips | Icetrek advice and/or to the expedition may occur as a result of adverse weather, industrial action, sickness, quarantine, government intervention, wars, riots or other unforeseen occurrences related to the activity and/or weather;
 - (viii) that Eric Philips | Icetrek takes no responsibility for the selection, preparation, performance or conduct of polar logistics providers
 - (ix) that Eric Philips | Icetrek takes no responsibility for the outcomes of the expedition, whether foreseen or unforeseen.

Initials

Intellectual Property

I agree not to share, distribute or otherwise make available to third parties any documents or other intellectual property received from Eric Philips | Icetrek other than those expressly permitted in writing.

2. Release and Discharge & Indemnity

- (a) I agree (i) that Eric Philips | Icetrek will not be liable for; (ii) to waive any right to claim for; and (iii) to unconditionally release and discharge Eric Philips | Icetrek from all liabilities, claims, costs, expenses, demands, losses, charges, damages and causes of action (including but not limited to any direct, indirect, special, economic or consequential losses, personal injury or death) whatsoever and howsoever arising whether in tort, in contract, under statute or otherwise that may arise from any act, omission, default, failure, negligence or error on the part of Eric Philips | Icetrek and/or on the part of any participants in the expedition occurring wholly or partially during the course of the expedition.
- (b) If, despite these terms, it is found that Eric Philips | Icetrek is liable to compensate me then such liability is limited to the cost of providing the service in respect of which the liability arises.

3. Indemnity

- (a) I agree to indemnify and keep Eric Philips | Icetrek fully and effectively indemnified and held harmless, such indemnity to be payable on demand by Eric Philips | Icetrek, from any loss, liability, claim, charge, expense, demand, cost, damage or causes of action (including but not limited to any direct, indirect, special, economic or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) whatsoever and howsoever arising whether in contract, tort or otherwise that may be incurred by or which may be brought against Eric Philips | Icetrek as a result of or in connection with any act, omission, default, failure or error on my part, on the part of Eric Philips | Icetrek and/or participants in the expedition (including any negligent act or omission) occurring wholly or partially during the course of this consultation agreement.

4. Statement of Understanding

- (a) I acknowledge that I have read and understood the matters set out in this and that I am of lawful age and legally competent to give this waiver, release and indemnity;
- (b) I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital;
- (c) I have signed this document of my own free will and without any representation or inducement by Eric Philips | Icetrek;
- (d) This waiver, release and indemnity agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death;
- (e) I agree that the laws of the State of Victoria, Australia, govern this Agreement and consent to the exclusive jurisdiction of the Courts of Victoria.

NAME: _____

SIGNED: _____

DATE: / / 2023

EMAIL TO: eric@icetrek.com