

GUARDIAN CONSENT AGREEMENT

Minor Full name _____ (the "Minor")
[please print]

Guardian Full name _____ (the "Guardian")
[please print]

Tour Date _____ Minor's age as at date of the Tour _____

THIS GUARDIAN CONSENT AGREEMENT (this "Agreement") is between Oz Buggy Tours Pty Ltd (Oz Buggy) and the Guardian of the abovenamed Minor.

In consideration of the Minor being permitted by Oz Buggy to participate in the off road tour service offered by Oz Buggy (the "Tour") the Guardian agrees, both on its own behalf and behalf of the Minor, to be bound by the terms, conditions, grants, warranties and waivers contained in this Agreement and in the Oz Buggy Terms & Conditions.

1. The Guardian hereby warrants and represents that:
 - a) the Guardian is the legal guardian of the minor designated above ("Minor") and is responsible for the care, custody, and control of the Minor;
 - b) the Guardian has full authority to consent to the Minor's participation in Tour; and
 - c) that the Minor is in good physical health and the Guardian knows of no medical or other health related reason why the Minor should not participate in the Tour.
2. The Guardian acknowledges that, whilst participating in the Tour, the Minor may be exposed to certain risk and the Guardian fully accepts that risk and responsibility.
3. The Guardian hereby releases, indemnifies and holds harmless Oz Buggy against all and any actions or claims made on behalf of the Minor in respect to any injury, damage or death suffered by the Minor as a result of or incidental to the Minor's participation in the Tour.
4. The Guardian understands that Oz Buggy is relying on the rights, releases and warranties conveyed under this Agreement, the loss of which by Oz Buggy cannot readily be compensated through the awarding of monetary damages.
5. The Guardian hereby represents, warrants, and guarantees that neither they, nor the Minor, will disaffirm this Agreement at any time, whether as a Minor or as an adult.
6. The Guardian hereby consents to both the Guardian and the Minor being photographed during the Tour and for such photos to be used by Oz Buggy in its absolute discretion for publicity and advertising purposes without expectation of or right to any compensation in connection with such use.
7. The Guardian agrees to:
 - a) cooperate fully (and see that the Minor cooperates fully) with Oz Buggy for the full duration of the Tour;
 - b) appropriately and completely supervise the Minor during the Tour; and
 - c) comply with any reasonably direction given by Oz Buggy to ensure the safe participation of the Minor and any other Tour participants
8. The Guardian acknowledge that they have read, understood, and agree to all of the terms, conditions, grants, and waivers contained in this Agreement and in the Oz Buggy Terms & Conditions, both on its own behalf and on behalf of the Minor.
9. This Agreement shall be governed by and interpreted in accordance with the law of Victoria, Australia.
10. If any provision of this Agreement is adjudged unlawful, void, or unenforceable, in whole or in part, the remaining provisions shall continue in full force and effect.

(Guardian Signature) Date _____

(Guardian Address)

(City and State) (Telephone Number)