



**THE COAST AND MOUNTAIN WALKERS OF N.S.W. Inc.**

**CLUB RESPONSIBILITY AND CONDITIONS OF MEMBERSHIP.**

- 1) The Coast and Mountain Walkers of N.S.W. Inc. (CMW), individual members of CMW, members of the Committee of CMW, and leaders conducting any activity for or on behalf of CMW including employees of CMW and associated agents of CMW (hereinafter jointly and severally called "The Club") accept no responsibility for any damage including injury, death, delay or loss of any nature arising out of or incidental to the activity organised by the Club or any activities arising therefrom whether due or found to be due to the negligence of the Club or not.
- 2) The Club assumes no responsibility for any injury, death, damage, accident, loss delay or irregularity that might be caused to any person or property.
- 3) The right is reserved to alter or modify itineraries and accommodation (if any) in any way necessary in the interests of the Club or the participant or due to circumstances beyond the control of the Club.
- 4) All transportation shall be provided by the participant or as arranged by the participant with one or more third parties. The Club assumes no responsibility for any default and/or omission and/or other acts of the participant or such third parties.
- 5) The participant is aware that the participant may be travelling in an area which is dangerous and/or participating in a dangerous activity and the Club reserves the right in its absolute discretion and without any assumption of any liability whatsoever for climatic or any other reason to shorten, vary or re-route the proposed activity without objection or claim for compensation by the participant.
- 6) The participant acknowledges that the activity may be carried out in an area which might be without proper medical services and the participant hereby expressly authorises the Club to take such action as it deems necessary should the participant be, in the absolute opinion of the Club, in need of medical services. The participant hereby expressly agrees that the participant will within seven (7) days of demand, refund to the club and keep the Club indemnified in respect of any expense incurred by the Club on the participant's behalf.

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**(Cont.)**

7) The participant hereby agrees to follow the directions of the Club and should such directions not be complied with then the Club may treat its obligations to include the participant in any remaining activity as at an end and in such event, the Club is under no liability to refund the participant any monies whatsoever PROVIDED however, that if in the opinion of the Club the participant refuses to follow any direction in such place that the Club is of the opinion that such refusal jeopardises the safety of the participant and/or the safety of other participants, the Club is hereby expressly authorised ,to take such reasonable steps as it may decide to force the participant to obey such directions until the nearest habitation is reached.

8) The Club does not state the route suggested or recommended is the best or the most suitable from any particular point of view.

9) The Club does not state that the exact distances given in any brochure, itinerary, or the documents supplied to the participant is necessarily correct.

10) Maps illustrated in any brochure or other document are for information only and may not necessarily reflect exact routes.

11) These terms and conditions cannot be altered or waived by any servant, agent or representative of the Club or any person leading any activity.

12) The participant expressly agrees that by signing the Application for Membership, the participant has read and agreed to abide by these terms and conditions.