

Liability Release Form

Please read carefully before signing

1. In consideration of the assistance provided to me by Flinders University, an instrumentality under the [Flinders University Act 1996](#) in connection with my visit to Adelaide. I, the person whose name and signature appears below, hereby agree to the terms set out in this liability release form (Release).
2. I understand that references in this Release:
 - a. to Flinders University includes the officers, employees, agents and contractors of Flinders University; and
 - b. to me include my heirs, distributees, guardians, legal representatives, agents or assigns.
3. **I acknowledge that it is my responsibility to pay for any private travel arrangements I may have made over and above the travel arranged by StudyAdelaide.**
4. I further acknowledge and agree that:
 - a. Flinders University has helped me coordinate certain travel arrangements and related services in relation to my engagement as an education agent in Adelaide (the Travel Services) and paid for those Travel Services on my behalf;
 - b. Flinders University will not arrange any insurances for me on my behalf in connection with the Travel Services;
 - c. Flinders University is not itself a tour operator, travel agent, carrier or hotelier, nor does Flinders University own any private aircraft, hotels or coaches;
 - d. while Flinders University will do its best to select reputable airlines, coach operators, hotels, tour operators and other suppliers of travel services etc, I note and accept that all bookings are subject to the terms and conditions and limitations imposed by these third parties, some of which limit or exclude liability in respect of death, personal injury, delay and lost or damage to baggage;
 - e. while Flinders University will do its best to ensure that my requirements are satisfied, I note and accept that Flinders University cannot accept any liability for the acts, omissions or default, whether negligent or otherwise, by airlines, coach operators, tour operators, hoteliers or other persons providing services in connection with my visit pursuant to a contract between themselves and myself (which may be evidenced in writing by the issue of a ticket, voucher, coupon confirmation or the like) and over whom Flinders University has no direct control;
 - f. Flinders University shall not have any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience
 - g. that I may suffer, whether caused directly or indirectly by Flinders University or any third party or by a *force majeure* or other events which are beyond Flinders University's control, or which are not preventable by reasonable diligence on Flinders University's part, including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any authorities, accidents to or failure of machinery or equipment or industrial action;
 - h. I am responsible for loss or damages not covered by motor vehicle insurance, in relation to a rental vehicle driven by me during the course of the visit.
5. I agree to release Flinders University from any claim by me in respect of death or injury however caused, or loss of or damage to property arising out of or in connection with the Travel Services including claims arising from the negligent acts or omission of Flinders University.

6. I agree to indemnify Flinders University against all losses, expenses, damages and costs incurred by or awarded against Flinders University as a result of death or injury or loss of or damage to property caused by, or contributed to, by me in connection with the Travel Services.
7. If any part of this Release is invalid or unenforceable in a particular jurisdiction that part shall apply to the extent lawfully possible or shall be excluded from the Release in that jurisdiction but only to the extent of the invalidity or unenforceability, and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
8. The laws in force in South Australia, including law with respect to capacity to contract and manner of performance, apply to this Release.
9. The courts of South Australia have exclusive jurisdiction to determine any proceeding in relation to this Release. Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court and I undertake not to apply to transfer any proceedings to any other registry of the Federal Court.
10. I have carefully read this document and fully understand and agree to its contents, and that it is a release of liability of Flinders University.

Full Name

Signature

Date
