

Indemnity and waiver of claim

(Please use legible handwriting and black or blue pen)

I (Full name)

Of.....

.....(Full postal address including postcode)

.....(Write clothes and appearance on day of course)

.....(Phone and/or mobile number)

.....(Fax number)(e-mail address)

Hereby indemnify Snakebusters, Raymond Hoser, The Government of Victoria, including the "Department of Sustainability and Environment" (DSE) and all agents from any claims and/or claims for damages that may arise before, during or after this date, which is a date upon which I did a "Venomous Snake handling" course, including any damages and/or losses arising from legal matters, reptile bites, financial, health or other losses, including any claims for property damage, snake-bite, etc., or by way of bite, escape, accidental or deliberate damage to property or other incident, including arising from advice given on this date and/or later by any person.

I accept that if at any time, including this and later dates, I attempt to handle any reptile, I will be liable to be bitten and/or envenomated and that statistically speaking, if I choose to handle reptiles on anything approaching a regular basis, I am likely to one day be bitten. This applies to venomous species and regardless of how much teaching/experience I have completed and/or my general caution when handling reptiles.

Further and conditional indemnity and waiver of claim.

As part of the above, I further indemnify Raymond Hoser, Snakebusters and agents or servants against any claims, damages and the like arising from bite or injury sustained during any venomous snake handling course or similar, if the snake biting me is of a venomous species and with venom, noting that such may occur as a result of direction by officers of the Department of Sustainability and Environment, (DSE) and supported by Anne Coghlan of the Victorian Civil and Administrative Tribunal (VCAT)(Judgment dated 30 September 2008)(but opposed by Worksafe Victoria), by way of judgment, order, directive or similar that states that snakes that have been surgically devenomized are **not** to be used for the purposes of venomous snake handling courses and that participants should be (unnecessarily) exposed to serious and life-threatening bite risks (of bite by undevenomized snakes and with venom glands intact) at times of training.

As a result, this form does not in any way indemnify DSE, VCAT, the Victorian Government or their officers from relevant claims of negligence, damage, culpable recklessness, injury or loss during the courses by Snakebusters, including the officers personally as a result of legally binding directives made on Snakebusters/Raymond Hoser by them that may have put any person at unnecessary risk at any time during the course at which time bite or injury may occur, that may have otherwise been avoided had DSE or VCAT or their servants agreed to the repeated requests by Snakebusters/Raymond Hoser predating this course to use devenomized/venomoid snakes for the purposes of training to ensure public safety at the relevant time (as in at all stages of the course)(noting prior use of devenomized snakes for courses for some years preceding the VCAT judgment referred to above). I sign this form knowing that participants of snake handling courses in Australia and elsewhere using venomous snakes with venom glands intact have in the past been taken to hospital for serious and life-threatening bites sustained during such courses, resulting in either death or permanent injury.

Signed:

.....

Dated:

.....