

# HEALTH & SAFETY WAIVER

## RISK WARNING AND RELEASE OF LIABILITY

THIS WAIVER APPLIES TO ALL SERVICES PROVIDED TO YOU BY CIRCUIT TRAVEL PTY LTD (AUTHORISED TO DO BUSINESS AS GLOBUS, COSMOS, MONOGRAMS, AND AVALON WATERWAYS) ("THE COMPANY", "WE", "US"). THIS WAIVER ENTIRELY CHANGES, REDUCES OR EXCLUDES RIGHTS THAT YOU MIGHT OTHERWISE HAVE. YOU SHOULD READ THIS WAIVER CAREFULLY.

By signing this Waiver, you represent and warrant that you are authorised to accept the terms of this Waiver on behalf of everyone named in your booking, and that everyone named in your booking has consented to, accepted, and agreed to be bound by the terms of this Waiver.

### ASSUMPTION OF RISK

1. You understand that there are certain dangers, hazards, and risks inherent in any travel experience, and you knowingly and fully accept such dangers, hazards, and risks, including but not limited to:
  - a. forces of nature (tropical storms or hurricanes or other extreme weather events, fires, floods, low or high water levels, volcanic eruptions, earthquakes, or other natural or man-made disasters)
  - b. acts of God
  - c. water or power shortages
  - d. war
  - e. quarantine
  - f. riots or civil unrest
  - g. strikes or labour disputes
  - h. government seizures
  - i. terrorism
  - j. criminal activity
  - k. exposure to infectious diseases (whether caused by a virus, bacteria, parasite, or other biological organism or particle), or ill effects of unfamiliar food and water (including water-borne diseases),
  - l. incidents related to ground, air, or water transportation
  - m. accidents
  - n. physical injuries
  - o. loss of or damage to property
  
2. You are aware of the COVID-19 pandemic and related government laws, regulations, orders, directives, and guidelines (collectively "directives") including directives for frequent and thorough hand washing with soap and water, social distancing, and use of facemasks in public locations. You are aware that participation in your tour/cruise activities is occurring in public locations, which may be or may have been affected by, the COVID-19 pandemic.
  - a. You are aware that COVID-19 is a highly contagious and dangerous disease that is believed to spread mainly from person to person contact, and that contact with the virus that causes COVID-19 may result in significant personal injury or death.
  - b. You understand that medical facilities while travelling may not be of the quality of medical facilities you experience at home and access to evacuation, emergency response and/or

suitable medical supplies and support may not be as readily available as you are accustomed to.

- c. You are aware that you could encounter others, including but not limited to others travelling with The Company, who have COVID-19 or other infectious diseases, or who are infected with the virus that causes COVID-19 or other viruses but who exhibit no symptoms of infection or an infectious disease, which could result in you having serious medical conditions requiring medical treatment in a hospital, quarantine in a government-appointed location, and could possibly lead to death.
  - d. You are aware that some diseases may not produce symptoms during the actual trip, but may after the trip.
  - e. You are aware The Company requires all participants to adhere to all local, state, federal, national, and international directives regarding social distancing, facemasks, and other public health requirements.
  - f. You are aware The Company must abide by the laws and regulations of local, state, federal, and other national and international governments regarding the safety and the spread of communicable diseases, which may include quarantine in a foreign location, at your expense, without physical access to family and friends.
  - g. You are aware that, where possible, The Company will continue to implement policies intended to reduce the potential for the spread of COVID-19 and any other infectious disease, but that The Company cannot guarantee that you, or members of your travelling party, will not become infected with COVID-19 or any other infectious disease as a result of participating in the tour/cruise.
3. You are aware that no one can guarantee your safety while travelling and you acknowledge you have been strongly advised to have comprehensive health and accident insurance (including “travel insurance”), which provides coverage for illnesses or injuries you sustain or experience while travelling including medical evacuation, repatriation of remains, and life insurance.
  4. You acknowledge that you have received the risk warnings above and that any representation you receive from any other person, whether orally, in writing or otherwise, will not be taken as a contradiction of the risk warnings above.
  5. You are voluntarily participating in this tour/cruise with knowledge of the inherent risks of travel, and you agree to assume all risks, including but not limited to those listed in this Waiver, whether those risks are known or unknown. You are aware that payment of the deposit on the reservation confirms acknowledgement and acceptance of these risks.

#### **EXCLUSION OF LIABILITY**

1. To the maximum extent permitted by applicable law, The Company excludes all liability in contract, tort or otherwise for any loss (including consequential loss), damage, disappointment, delay, costs, expenses or inconvenience whatsoever (including but not limited to personal injury, death, and property loss) that may arise out of, in connection with, or related to the services provided to you by The Company.
2. In respect of all Recreational Services provided by The Company, you release and discharge The Company from all and any claims, loss (including consequential loss), damage, costs and expenses arising from:

- a. death;
  - b. physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
  - c. contraction, aggravation or acceleration of a disease of an individual; or
  - d. coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community, or, that may result in harm or disadvantage to the individual or community,
  - e. however it may be caused and even if caused by negligence or lack of due care and skill (other than reckless conduct) of The Company arising from or connected with the supply of or participation in Recreational Services.
3. The release above is intended to exclude your rights under sections 60 to 62 of the Australian Consumer Law. In the paragraph above, Recreational Services has the same meaning as defined in section 139A(2) of the Competition and Consumer Act 2010 (Cth).
  4. The limitations of liability set out in this Waiver are subject to, and will not apply to the extent that they limit or exclude any consumer guarantees that cannot be excluded by law.
  5. Where the Australian Consumer Law permits The Company to limit the remedies available to it for a breach of a consumer guarantee, The Company hereby limits its remedies to you for a breach of a consumer guarantee, to supplying the services again or paying the cost of having the services supplied again.
  6. To the extent of any inconsistency, the terms of this Waiver will take precedence over The Company's Terms & Conditions.
  7. This Waiver shall be binding on you, your family, your heirs, and any attorney, agent, executor, trustee, representative, or assignee. You hereby agree to indemnify and hold harmless The Company for any claims against The Company by any member of your family, your heirs or assigns, your estate, your employer, or by any other person for whom or to whom you are or may be responsible, whether at law or otherwise.

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BY SIGNING THIS WAIVER, YOU CONFIRM THAT YOU HAVE CAREFULLY READ, UNDERSTOOD, AND AGREED TO ALL OF THE ABOVE TERMS. YOU AGREE THAT YOU ARE ENTERING INTO THIS WAIVER OF YOUR OWN FREE WILL AND THAT YOU UNDERSTAND THAT BY SIGNING THIS WAIVER YOU ARE FOREVER WAIVING AND RELEASING CERTAIN LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE.

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