

WALK INTO LUXURY

WAIVER, RELEASE, DISCHARGE AND INDEMNITY

This document contains provisions which affect the legal rights of the Customer and is to be read in conjunction with the T&C. Where there is any inconsistency between the T&C and this document, the provisions contained within this document will prevail.

The Customer has read and understood the disclosure of risks set out in this Waiver, and voluntarily accepts those risks and agrees to be bound by this Waiver.

1. This Waiver is between the Company and the Customer and applies to the Customer at all times whilst participating in the Travel Arrangements.
2. In consideration for and as a condition of being permitted to participate in the Travel Arrangements, the Customer agrees to this Waiver.
3. A reference to Customer shall include all persons that have been included in the Customer's Booking.
4. The definitions in the T&C apply to this document, together with the following:

"Claim" means any claim, allegation, debt, cause of action, liability, proceeding, suit or demand of any nature and whether present or future, actual or contingent, fixed or unascertained and arising at law, in equity, under statute or otherwise.

"Implied Warranties" means all warranties of any nature in relation to the Tour which are implied by law (whether pursuant to the *Competition and Consumer Act 2010* (Cth) or other applicable legislation).

"Liabilities" mean any and all liabilities, debts or obligations, whether actual or contingent, present or future, quantified or unquantified or incurred jointly or severally with any other person.

"T&C" means the Terms and Conditions published by the Company as accepted by the Customer at the time of making the Booking.

"Waiver" means this Waiver, Release, Discharge and Indemnity.

5. The Customer represents and warrants that the Customer:
 - 5.1. is over 18 years old (other than any minors accompanying the Customer);
 - 5.2. is medically fit (physically and mentally) to perform, or engage in the Travel Arrangements and has not been advised otherwise by a medical practitioner;
 - 5.3. does not have any possible relevant pre-existing medical, physical or mental conditions which may compromise the Customer's ability to undertake the Travel Arrangements;
 - 5.4. is competent to safely engage in the Travel Arrangements;
 - 5.5. has not relied on any representations or warranties that may have been made by the Company or its Representatives in relation to the Travel Arrangements;
 - 5.6. has taken, or had the opportunity to take, independent medical, legal and other relevant advice as to the nature, effect, meaning and extent of this Waiver; and
 - 5.7. has authority to, and does hereby, enter into this Waiver on the Customer's own behalf and on behalf of all minors accompanying the Customer.
6. The Customer acknowledges the risks associated with participating in the Travel Arrangements include, but are not limited to:
 - 6.1. loss or damage to property, injury, illness or death;
 - 6.2. slipping and falling, roughness of paths, steep ascents and descents, difficult and dangerous terrain, high altitude, drowning, over-exertion;
 - 6.3. collisions with objects and or other participants, falling off objects;
 - 6.4. potential extremes of hot or cold or wet weather, unpredictable tides, bush fire;

- 6.5. snake bites, insect bites, injury by wildlife;
 - 6.6. equipment / vehicle failure and improper or inadequate equipment / vehicle maintenance;
 - 6.7. the behaviour and acts or omissions of other participants;
 - 6.8. improper or inadequate instruction or supervision regarding the Travel Arrangements;
 - 6.9. remoteness from normal medical services and from communications, evacuation difficulties; and
 - 6.10. first aid, emergency treatment, safety rescues or services rendered or failed to be rendered by the Company or its Representatives.
7. The Customer acknowledges that the Travel Arrangements may be inherently dangerous or a "dangerous recreational Tour" within the meaning of the *Civil Liability Act 2002 (WA)*, or any such other applicable legislation.
8. The Customer is aware of the dangers associated with the consumption of alcohol, mind altering substances, drug (including over the counter or prescribed medication) or other substance which may impair any judgment or physical ability or capacity to safely participate in the Travel Arrangements and accepts full responsibility for any injury, loss or damage associated with the Customer's consumption of alcohol, mind altering substances, drug or other substance which impairs the Customer's judgment, physical ability or capacity to safely participate in the Travel Arrangements.
9. The Customer acknowledges that services, including (but not limited to) tours, accommodation, meals and transport, may be supplied by a Third Party Provider whereby the Company has no control, and in such circumstances the Customer waives liability for actions and service standards in connection with these services.
10. The Customer acknowledges and understands:
- 10.1. the contagious nature of COVID-19 and that the Government and public health authorities still recommend practicing social distancing;
 - 10.2. that even though the Company has put in place preventative measures to reduce the spread of COVID-19, the Company cannot guarantee that the Customer will not contract COVID-19 whilst participating in the Travel Arrangements; and
 - 10.3. the risk of being exposed to and or infected by COVID-19 may result from the actions, omissions, or negligence of the Customer and others, including, but not limited to the Company and its Representatives, other guests, venue staff and patrons; and
- the Customer warrants that the Customer:
- 10.4. will comply with all procedures imposed by the Company and its Representatives and any Third Party Provider in order to assist with the prevention of virus spread while participating in the Travel Arrangements;
 - 10.5. if required, will wear a face mask and other required protective equipment while in indoor spaces, including onboard any vehicle, regardless of vaccination status;
 - 10.6. is not experiencing any symptom of illness, such as coughing, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or recent loss of taste or smell;
 - 10.7. has no reason to believe that the Customer has been exposed as a close contact to someone with a suspected and or confirmed case of COVID-19 (or any variant thereto) in the 14 day period immediately preceding the Travel Arrangements;
 - 10.8. has not been diagnosed as having COVID-19 (or any variant thereto), or if the Customer has been so diagnosed, that the Customer has been cleared as no longer being contagious by State or local public health authorities; and

- 10.9. is following all Government and public health authority recommended guidelines and limiting the Customer's exposure to COVID-19.
11. The Customer unconditionally and irrevocably acknowledges and agrees that:
- 11.1. the Company and its Representatives and Third Party Providers are not responsible for any Claims or Liabilities for:
- (a) any injury, illness or death of any person (including arising from COVID-19); or
 - (b) any injury, illness or death that the Customer may sustain (including arising from COVID-19); or
 - (c) any loss, damage or theft of the Customer's property,
- 11.2. the Company may, in its sole discretion:
- (a) refuse to permit the Customer access to the Travel Arrangements;
 - (b) require the Customer to leave the Travel Arrangements at any time;
 - (c) refuse to permit the Customer to participate in the Travel Arrangements; or
 - (d) change or vary the conditions of participation in the Travel Arrangements.
12. The Customer has had the opportunity to consider the risks associated with participating in the Travel Arrangements and freely and voluntarily accepts:
- 12.1. all of the risks (foreseeable and unforeseeable) that may result from the Customer participating in the Travel Arrangements;
- 12.2. any and all consequences which may result from those risks (whether foreseeable or unforeseeable); and
- 12.3. that all Implied Warranties are excluded to the fullest extent permitted by law.
13. To the extent any Implied Warranties cannot be excluded, liability for any breach of any Implied Warranty is limited to:
- 13.1. in the case of any Implied Warranty relating to goods:
- (a) the replacement of those goods or the supply of equivalent goods; or
 - (b) the cost of replacing those goods or supplying equivalent goods; and
- 13.2. in the case of any Implied Warranty relating to services:
- (c) the re-supply of those services; or
 - (d) the cost of re-supply of those services.
14. The Customer has read, understood and agrees to comply with all rules, regulations, procedures, instructional material and other information provided to the Customer or published in relation to the Travel Arrangements.
15. While participating in the Travel Arrangements the Customer will, at all times, follow:
- 15.1. the lawful directions of the Company or any of its Representatives;
- 15.2. the lawful directions of any Third Party Provider; and
- 15.3. any signage displayed at or in relation to the Travel Arrangements.
16. If the Customer observes any uncontrolled hazard or risk, the Customer will immediately cease any act the Customer undertakes contributing to that hazard or risk, take those steps which are available to the Customer to

reduce the hazard or risk and inform the nearest Representative or the Company of the hazard or risk and the steps taken by the Customer.

17. To the fullest extent permitted at law, the Customer waives, releases and discharges the Company and its Representatives and Third Party Providers from and against any and all Claims or Liabilities which the Customer has, or may at any time have, arising out of or in relation to the Company and or the Travel Arrangements. This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of the Company and or its Representatives and or Third Party Providers (including in relation to COVID-19).

18. The Customer agrees to indemnify, and keep indemnified, each of the Company and or its Representatives and or any Third Party Providers that is or has provided a good or service in connection with the Travel Arrangements from and against any Claims and Liabilities, whether direct or indirect, arising out of or in relation to:

18.1. the Customer observing or participating in the Travel Arrangements; and

18.2. the Customer's acts or omissions while participating in the Travel Arrangements.

19. The Customer covenants not to sue or commence any proceedings against any of the Company and or its Representatives and or Third Party Providers in respect of any loss or damage arising out of or relating to any loss, damage, injury or illness the Customer may sustain (whether to the Customer personally or to any of the Customer's property) which occurs whilst participating in or in any way relates to the Travel Arrangements.

20. While participating in the Travel Arrangements, the Customer will:

20.1. abide by all laws;

20.2. not introduce or create any hazards to persons, property, flora or fauna; and

20.3. not, by the Customer's acts or

omissions, breach any terms of this Waiver.

21. The Customer acknowledges that the Travel Arrangements is located at a variety of different locations which are subject to:

21.1. their own risks for which the Company and any Representatives have no control over; and

21.2. their own laws, rules and regulations which may differ to those in the jurisdiction governing the T&C and this Waiver.

22. This Waiver continues forever and binds the Customer's heirs, executors, personal representatives and assigns.

23. If anything in this Waiver is or is determined to be unenforceable, illegal, voidable or void in a jurisdiction then it is severed for that jurisdiction and the rest of this document remains in full force and effect in all other jurisdictions.

24. This Waiver is governed by and shall be construed in accordance with the laws of the State of Western Australia. The parties irrevocably:

(a) submit to the exclusive jurisdiction of the Courts of Western Australia and the Courts competent to determine appeals from those Courts:

(i) for determination of any dispute claim or demand; or

(ii) with respect to any proceedings which may be brought at any time relating to these T&C,

waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 23.1