HEALTH & SAFETY WAIVER

RISK WARNING AND RELEASE OF LIABILITY

COVID-19

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 accepting 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 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.

    - 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.

    - 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 your having serious medical conditions requiring medical treatment in a hospital, quarantine in a government-appointed location, and could possibly lead to death.

    - You are aware that some diseases may not produce symptoms during the actual trip, but may after the trip.

    - 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.

    - 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 and could result in trip interruption or cancellation.

    - 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.

- You are aware that you are required to complete a Health Questionnaire prior to participating on services with The Company. Additionally, you are aware The Company will continue to update policies and requirements for travel with The Company so they align with local, federal and international travel requirements.

- You are aware it is your responsibility to ensure compliance with The Company's latest polices and requirements at time of travel. The Company's Health & Safety on-trip requirements can be, found as follows: Globus, Cosmos, Monograms and Avalon Waterways.

- You are aware it is your responsibility to contact The Company for your options for travel if, at any time, the latest requirements are not acceptable to you. You are aware that if you arrive on tour or cruise and cannot meet The Company's policies and requirements, you will not be permitted to join and will be under full penalty.

- Additionally, prior to joining, you will be required to confirm that you have not been diagnosed with COVID-19 in the past 21 days, and you have not had symptoms of COVID-19 in the past 14 days, and have not been in contact with someone with COVID-19 in the past 14 days. You are also aware that you will not be allowed on any services offered by The Company if showing symptoms of COVID-19 upon arrival.

2. You acknowledge you have been strongly advised to have comprehensive health insurance (including "travel insurance").

3. 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.

4. You are voluntarily participating in this tour/cruise with knowledge of the inherent risks of COVID-19, and you agree to assume all risks. You are aware that payment of the deposit on the reservation indicates 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. 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.

3. 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.

4. To the extent of any inconsistency, the terms of this Waiver will take precedence over The Company's Terms & Conditions.

5. 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.

BY ACCEPTING 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 ACCEPTING THIS WAIVER YOU ARE FOREVER WAIVING AND RELEASING CERTAIN LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE.
