

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

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.

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.
