

Small World Journeys Pty Ltd.

ATF SWJ Family Trust

ABN 95 062 644 604

WAIVER, RELEASE AND INDEMNITY

In consideration of Small World Journeys Pty Ltd., ATF SWJ Family Trust, T/A Small World Journeys (Herein referred to as “Small World Journeys”) permitting me to participate in the Activities, including transit to or from the Activities or instruction in the Activities (such participation, instruction and transit referred to as “Activities”), I acknowledge and agree as follows:

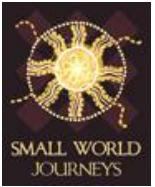
1. I acknowledge that the services provided may involve travel and activities undertaken offshore or in remote locations where medical treatment and evacuation may be delayed or unavailable. I am participating in the Activities for the purpose of enjoyment, leisure or relaxation. I acknowledge that the Activities may be dangerous and involve physical exertion, physical harm and physical risk. I voluntarily chose to participate in the Activities fully accepting that the materialisation of those risks may cause personal injury, death, property damage or economic loss.
2. The business of Small World Journeys involves the coordination, packaging and supply of tourism and recreational services which may be provided by an independent contractor who is not an agent of Small World Journeys. I have not relied on nor has Small World Journeys given any representation or warranty (whether express or implied) about the quality of the services of the independent contractor. I solely rely on the skill, judgment, expertise and explanation and advice about risks of the Activities of the independent contractor in respect of the service provided.
3. I unconditionally release, discharge and agree not to sue Small World Journeys in respect of all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Small World Journeys (including any negligent act, omission, default, failure or error) occurring wholly or partially and whether before, during or after the Activities.
4. I will indemnify and keep indemnified Small World Journeys from any liability, claim or cause of action that may be brought against Small World Journeys as a result of or in connection with any act, omission, default, failure or error on the part of Small World Journeys (including any negligent act, omission, default, failure or error) occurring wholly or partially whether before, during or after the Activities.
5. In the event of my death, caused wholly or partially by the Activities, my estate and my personal representatives, executors or administrators will indemnify and will keep indemnified Small World Journeys from any liability, claim or cause of action that may be brought against Small World Journeys by my personal representatives, executors, administrators, dependants or any other person entitled to claim damages in respect of my death.
6. To the extent permissible by law, Small World Journeys expressly excludes and disclaims all conditions and warranties that may be express or implied, including any implied warranties under section 74 of the *Trade Practices Act 1974* that the Activities will be rendered with due care and skill; the materials supplied in connection with the Activities will be reasonably fit for the purpose for which they are supplied; and the Activities and any materials supplied in connection with the Activities will be reasonably fit for a particular purpose or desired result (“**Warranties**”).
7. If, despite clause 6, the law prevents exclusion and implies any of the Warranties, then the liability of Small World Journeys for breach of any of the Warranties will, pursuant to section 68A of the *Trade Practices Act 1974* be limited to the supplying of the service again or payment of the cost of having the service supplied again.
8. Clauses 3, 4 and 5 are limited to liability for death or personal injury.

- Small World Journeys -

Address: P.O. Box 6267 • Cairns, QLD 4870 • Australia **Phone:** (61) 7 4053 2878

Web: www.smallworldjourneys.com.au • **Email:** info@smallworldjourneys.com.au

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- 9. Where this document includes any child, then the parent/guardian signing this document covenants in terms of clause 4 in respect of any claim, liability or cause of action that arises out of or is incidental to the child’s participation in the Activities.

- 10. I give to Small World Journeys and its directors, officers, proprietors, employees, representatives or agents the irrevocable right and permission to take photographs of the child for use in any publication such as advertising, direct mail, brochures, newsletters and magazines advertising Small World Journeys’ business and to use those photographs in electronic versions whether on the world wide web or in other electronic forms of media. I waive any right to inspect or approve proofs or finished photographs or printed or electronic material displaying images of my child and indemnify and agree to keep indemnified Small World Journeys, its directors, officers, proprietors, employees, representatives and agents against any liability, claim or cause of action that may be brought against Small World Journeys by me or the child in respect of such publication.

- 11. I have read and understood the matters set out in this document and affirm that I am over the age of 18 and legally competent to give this waiver, release and indemnity. I understand that this document is contractual in nature, has legal effect and is not merely a warning nor provided for information purposes. I have signed this document of my own free will and without any representation or inducement by Small World Journeys, its agents or employees. I acknowledge that Small World Journeys has relied on this document in allowing me to participate in the Activities.

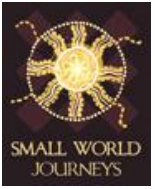
I agree that the law of the State of Queensland, Australia, will apply to my participation in the Activities and the contract concluded by my signing this document, irrespective of where I sign this document. The courts of Queensland, Australia, and courts of appeal from those courts will have jurisdiction to determine any claim or dispute arising out of my participation in the Activities and this document and I submit to that jurisdiction.

 Printed Name

 Signature of parent/guardian
 (where participants include any child under 18)

 Signature

Date: _____



TERMS & CONDITIONS

INDIVIDUAL CANCELLATIONS: We will request final participant numbers at 30 days prior to the trip, as well final numbers for SCUBA diving (if applicable). Before 30 days individual participants may cancel with no penalty. After 30 days prior to the trip, individuals cancelling from a trip or cancelling their SCUBA diving package will not be entitled to any refund. Your refund will be calculated on the day we receive your written cancellation.

REFUNDS: Prices are quoted as a package, and in many cases are based on group participation. Therefore, Small World Journeys does not give refunds for unused services, activities or meals. Additionally, no refunds will be given if you voluntarily leave a trip for any reason after the trip has begun. Refunds will be at the discretion of Small World Journeys should any participant be forced to leave a trip for any reason.

YOU, THE STUDENT, ARE RESPONSIBLE FOR:

1. Following the tour leader's directions. Directions will be given in accordance with safety guidelines, environmental guidelines and regulations. This includes abiding by Leave No Trace Environmental Ethics as instructed by the trip leader.
2. Being in sufficiently good health to participate on this trip. Once a trip has been confirmed medical circumstances will not be considered as exceptions to our cancellation policy. Small World Journeys takes no responsibility regarding medical advice, medications or vaccinations that you or your doctor feel is necessary for your safe participation. All journeys are undertaken at your own risk and we reserve the right to refuse your participation in a particular activity or a complete journey if we believe it is for your own safety and the safety of other participants.
3. Providing Small World Journeys with correct information regarding your personal details. This includes name, address, email, medical conditions and flight details. We will not be responsible for losses incurred due to incorrect, incomplete or inaccurate information.
4. No consuming of alcohol or illegal drugs and no engaging in sexual activity whilst on the program.
5. Reading and understanding our Release, Discharge and Indemnity Waiver. You will be required to provide Small World Journeys with a signed Release, Discharge and Indemnity Waiver prior to trip departure (You will not be permitted to join a trip without this information on file).
6. Studying the pre-departure information sent to you, and arriving at the trip start with the recommended clothing and gear as specified on the Packing List.
7. Respecting the laws and customs of Australia.
8. Respecting the rights and privacy of other trip members. Any cause of danger, distress or annoyance to the group will be acted upon. You may be asked to leave a trip if the guide feels that your continuing participation may prove detrimental to yourself or to the safety or well-being of other participants. Any expenses incurred from removal from a tour will be your responsibility.

Payment of your deposit represents your acceptance of the above terms and conditions.

Student Signature

**Signature of parent/guardian
 (if student is under 18 years old)**

Print Name

Print Name

Date: _____

Date: _____

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