

Tour Participation Agreement

This Agreement comes into effect as soon as a deposit or payment has been made or you have agreed in writing, whichever is the former.

Between

Mucha Adventure

(hereinafter referred to as the "Company")

And

Participant's Name: _____

Address/Contact: _____

(hereinafter referred to as the "Participant")

[Collectively referred to as the "Parties"]

Whereas

The Company is in the business of providing Entertainment Services and Events. The Participant wishes to book and participate in the Company's Services and Events. This Agreement sets forth the Terms in relation to the participation in the Services and Events provided, which both parties acknowledge and agree to be bound by the following duties and responsibilities.



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In consideration of the mutual promises contained in this agreement, it is hereby agreed; 1. **Definitions**
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1.1. The definitions and rules of interpretation in this clause apply in this Agreement

“Agreement”

“Appendix”

“Business”

“Communication”

Are references to this document, the Participation Agreement

Ancillary documents to this Agreement which are attached to the end of this document

Means the continual marketing and supplying of all relevant goods and services

Means communication by means of electronic transmission, including by telephone, any type of messaging service, internet connected or wireless computer access, e-mail or any similar technology, device or in person.

References to the Company include MUCHA ADVENTURE and all the Companies

“Company”

“Event”

“Event Schedule”

“Mucha Leaders”

“Notice”

“Services”

“Industry Standard Practice”

current Agents, Employees and Representatives.

Events means any expedition, event, course, trip, or other activity anywhere throughout the world, arranged by Mucha Adventure from time to time;

A list of the Company’s Events.

Mucha Leaders means the leader(s) on the allocated event, to whom the Participant must report and whose rules the Participant must abide by.

“Notice” shall mean an instrument in writing, unless otherwise prescribed

Services means the Mucha Entertainment Services and Events.

The Standard Business Practices within the specific Industry and within Australia.

2. Certain Defined Terms (*back to contents*)

2.1. Clauses and Schedule Headings

2.1.1. Clauses and Schedule headings do not affect the interpretation of this Agreement.

2.2. References to “Persons”

2.2.1. A “Person” includes a natural person, a corporate or unincorporated body, whether or not

having a separate legal personality.

2.3. References to Laws

2.3.1. A reference to a particular law is a reference to it as it is in force from time to time taking into account of any and all amendments, extensions, applications or re-enactment, and includes any subordinate legislation from time to time in force made under it.

2.4. References to Documents in the “Agreed Form”

2.4.1. Documents in “Agreed Form” are documents in the form agreed by the Parties.

2.5. References to the Singular and Plural

2.5.1. A reference to a particular law is a reference to it as it is in force from time to time taking into account of any amendment, extension, application or re-enactments and, include any subordinate legislation from time to time in force made under it.

2.6. References to Appendix

2.6.1. This agreement incorporates Appendixes which shall have the same force and effect as if the terms and details were set out as part of this Agreement.

3. Company’s Obligation, Duties & Responsibilities (*back to contents*)

3.1. The Company provides professional Entertainment and Event Services with all the expected skills, contacts, personnel and necessary and relevant facilities which provide the Company the tools needed for a professional and efficient service.

3.2. The Company will manage all the aspects of the Events and provide the following Services, including but not limited to the;

3.2.1. Organising and setting up of Event(s) and/or other Course(s) as agreed upon between the Company and the Participant in writing;

3.2.2. 3.2.2.1. 3.2.2.2. 3.2.2.3. 3.2.2.4.

Compiling and providing a complete Pre-Departure briefing that may include, but not limited to;
Registration days,
Mucha Adventure field representatives,
Online at the Company websites or on the telephone.

Event itinerary,

3.2.2.5. 3.2.2.6.

Travel Details,
Other useful and relevant information to the Event.

3.2.3.
Participant's involvement in the Event.

Arranging suitable accommodation and food, where applicable, during the period of the

3.2.4. Events may arise where Customers must arrange their own travel to and/or from the Event, including complete transfer to and from the airports in the chosen country.

3.2.4.1. Where restrictions to Travel apply, please see the Event Itinerary for further information regarding the Country and other restrictions.

3.2.4.1.1. It is the responsibility of the Participant to ensure all details are correct. MUCHA ADVENTURE cannot be held liable for incorrect information or wording.

3.2.5. Arranging Mucha Leaders to lead and manage Events where required,

3.2.6. Arranging the provision of Event equipment, training and training materials relevant to the Event,

where applicable.

3.3. The Company reserves the right to refuse to offer Services and deny participation in any capacity to any Event to anyone for any reason.

3.3.1. The Company reserves the right to require documentation from a doctor or specialist verifying that the Participant is fit and able to undertake the Event, reserving the right to reject a booking on the grounds of the doctor's comments.

4. Participant's Obligations, Duties & Responsibilities (*back to contents*)

4.1. By participating in an Event, the Participant accepts that they will be subjected to various physical and emotional demands.

4.2. Participants are aware and accept that the standard of living, including food, hygiene and accommodation in the relevant country may be below the general standards of their own country.

4.3. The Participant may be responsible for their own travel arrangements and full Insurance, based on individual circumstances as deemed necessary by the Company.

4.3.1. In such an event, expenses may total above what was originally included in the purchased standard tour package.

4.4. The Participant is obliged to secure travel and medical insurance, including manual, conservation and volunteer work where applicable, to protect the Participant against losses caused by travel arrangement cancellation, loss or damage of baggage, non-refundable airfare and/or emergency medical expenses.

4.4.1. In the event that the Participant is unable to provide documentary evidence of a valid insurance, their booking may be cancelled at the sole discretion of the Company, without any refund.

4.4.2. The Participant agrees to take personal responsibility for insuring the Participant's own personal effects and accepts that the Company cannot be held liable for any loss or damage of personal effects.

4.5. The Participant is required to submit to the Company the following documentation and proof, including but not limited to;

1. Flight details, *arrival and departure*, 2. Insurance information,

iii. Passport details,

1. Next of kin / emergency contact details,
2. Relevant medical forms,
3. A comprehensive and final list of all required Event documents will be provided by the Company at the time of booking.

4.5.1. All documents must be submitted to the Company, at least, 8 weeks prior to departure.

4.5.1.1. Failure to do so may result in Event cancellation at the sole discretion of the Company, without any refund.

4.6. All Participant represent and warrant that all information and records provided to the Company relating to the Participant, the Participant's medical history and the Participant's medical statement are accurate and truthful and provide the Company with a clear indication of the Participant's state of health.

4.7. The Participant understands that they are under a duty to inform the Company at the time of the application of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the Participant unable to perform or safely complete the Event.

4.7.1. The Participant is the best judge of their own condition and limitations and the Participant acknowledges that it is incumbent on them to fully disclose the extent of any conditions or limitations.

4.8. The Participant agrees to notify the Company of any physical and medical condition at the time of the application and also of any changes in his/her physical and medical condition occurring after the Participant's signing of this Agreement. Failure to do so, and/or failure to disclose complete and truthful information could result in the cancellation or expulsion from an Event without reimbursement, MUCHA ADVENTURE cannot be held liable for any and all claims.

4.9. The Participant represents, warrants and affirms that they have wholly considered and consulted a Personal Physician regarding the whole Event, its remote location, potential risks and physical and mental demands.

4.9.1. The Participant will be excluded from the event if the Personal Physician deems that the Participant is physically and/or emotionally unfit and unable to undertake the Event.

4.9.2. The Participants acknowledges that the Company reserves the right to require documentation from a doctor or specialist verifying that the Participant is fit and able to undertake the Event, reserving the right to reject a booking on the grounds of the doctor's comments.

4.10. The Participant shall at all times respect and follow the health and safety procedures as set out by the Company, the Mucha Leaders and/or the representative in the host country.

4.11. The Participant shall not hold the Company liable for any consequence arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Event.

4.12. In the event that Company advances any monies to or on behalf of the Participant, the Participant shall reimburse such monies to the Company immediately upon conclusion of the Event.

4.13. The Participant acknowledges and agrees that the Company reserves the right to accept or reject any person as a Participant at any time, or to require a Participant to withdraw from an Event at any time if it is determined by the Company and by Mucha Leaders discretion, with the best interest of the Participant's health and safety, and/or in the best interest of the Event.

4.14. The Participant is responsible for ensuring that they hold a valid passport for the duration of the Event, including all necessary visa, permits and vaccinations.

4.15. The Participants accepts that the Company cannot be held responsible for a country's decision to refuse entry, exit or the right of passage (*national and local laws governing immigration*), work permit,

provisional teacher's license, visa, visa extension or otherwise.

4.15.1. All Participants must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Event.

4.16. The Participant shall comply with all relevant laws, regulations and customs of the countries visited during the Event.

4.16.1. The Participant will at all times respect and follow local laws and culture of the host country and behave in a responsible and courteous manner. Each Participant has a duty of care to each other, to local people, to host country nationals participating in the Events and to the Company. The Participants shall follow the reasonable instructions of the Mucha Leaders during the Event.

4.16.2. In the event a Participant contravenes these laws, the Company or a Mucha Leader shall have the right to require the Participant to leave the Event and the Participant accepts that the Company cannot be held liable in any capacity.

4.17. Customers who break any law, regulation or custom forfeit all their rights regarding Refunding of monies paid, including but not limited to all fees and charges already paid to MUCHA ADVENTURE.

4.18. As representatives of the Company within the host country, the Participants must respect the Company's aims and objectives and not willingly or recklessly seek to damage relations between the Company, the Event and/or the host country.

4.18.1. The Participant must not misrepresent the Company in any way which would seek to undermine or damage relations between the Company and the host country.

4.19. The Participant acknowledges and agrees that the Company reserves the right to contact their Next Of Kin or Emergency Contact should the Company deem it necessary.

4.20. The Participant acknowledges and agrees that the Company reserves the right to any photos and videos provided to them or taken by the Company, during or after the event, for promotional purposes.

5. Charges (*back to contents*)

5.1. The Participant agrees to pay the Company standard rates as published on the Company's website, within the Event "Costs and Dates" section, subject to any special terms agreed between the parties.

5.2. Costs shown within any printed material are subject to change and as such all final payments shall be displayed on the Company website.

5.3. The published prices on the Company website are only valid for 30 (*thirty*) days and Participants are advised to check the Company website regularly to keep up to date with the most recent prices.

5.4. Once a Participant has confirmed their booking and paid the deposit, they are legally bound to immediately pay all remaining sums owed to MUCHA ADVENTURE, which may be but not limited to published price as at the time of booking.

5.5. The Company accepts payments in 5.5.1.1. United States Dollar (*USD*), 5.5.1.2. Euro (*EUR*)

5.5.1.3. Australian Dollar (*AUD*)

and,

5.5.1.4. Other currency dependant on the location of each Event and Tour.

5.6. Currency exchange rates are set at the Companies discretion and do not necessarily reflect current market exchange rates.

5.6.1. These exchange rates are subject to review and can be changed without prior notice. In the event that the exchange rate is changed, any existing bookings will be valued at the previous rate.

5.7. In the event that the Company does not accept the currency of the Participant's locality, the

Participant shall pay in American Dollars (*USD*).

5.8. The Participant shall pay a Deposit of 20% of the total cost or equivalent to;

5.8.1. \$250.00 (*USD*)

5.8.2. \$750.00 (*USD*)

5.8.3. \$1,500.00 (*USD*), if the duration of the event is in excess of 10 (ten) or more days.

5.8.4. Or otherwise as agreed and signed in writing by the both Parties.

5.9. Any outstanding balance must be paid by the Participant no later than 8 (*eight*) weeks prior to departure.

5.10. For all Events with a deposit of up to \$250.00 (*USD*) 50% (*fifty percent*) of the balance will be due 16 (*sixteen*) weeks before departure. The outstanding balance must be paid by the Participant no later than 8 (*eight*) weeks prior to departure.

5.11. For all Events with a deposit of up to \$500.00 (*USD*) 50% (*fifty percent*) of the balance will be due 18 (*eighteen*) weeks before departure. The outstanding balance must be paid by the Participant no later than 10 (*ten*) weeks prior to departure.

5.12. Events with a deposit of up to \$750.00 (*USD*), 50% of the balance will be due 20 (*twenty*) weeks before departure. The outstanding balance must be paid by the Participant no later than 12 (*twelve*) weeks prior to departure.

5.13. For Events with a deposit of more than \$750.00 (*USD*), 50% of the balance will be due 22 (*twenty*) weeks before departure. The outstanding balance must be paid by the Participant no later than 14 (*fourteen*) weeks prior to departure.

5.14. All Deposits are payable within 48 (*forty-eight*) hours of notice of acceptance onto the event.

5.15. Any sums paid to the Company are non-refundable at the payment deadline of their associated invoice.

5.16. If, for any reason, the Participant does not meet these payment deadlines, the Company reserves the right to charge an additional sum, up to \$75.00 (*AUD*) or equivalent, or to cancel the Participant's booking, without any refund.

6. Liabilities, Assumption of Risk and Warranties (*back to contents*)

6.1. Any information provided by the Company, including but not limited to information about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment is given in good faith for information and educational purposes only but without responsibility on the part of the Company, the information should not be relied.

6.2. Except in respect of death or personal injury caused by the Company's gross negligence.

6.3. The Company's financial responsibility for any representation, unless fraudulent, or any other act or omission shall not exceed the amount of the Company has charged the Participant, as set out within this Agreement.

6.4. Any liability by the Company *and/or*its employees *and/or*its Agents are limited to the amount that will be paid out in such a case by the Tour Operators Combined Liability Insurance policy (the "Policies") which have been concluded in the name of the Company.

6.5. If no compensation is received from the Policies, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of \$2,000.00 (*AUD*).

6.6. No Warranty is given in respect of any activities outside the scope of those relating to the Event and

it is the Participant's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill.

6.7. The Company shall have no responsibility for any activities undertaken by the Participant outside the scope of those directly relating to the Event.

6.8. The term "outside of scope" as used in this clause shall mean any and all actions or activities undertaken by the Participant that were not pre-arranged or procured by the Company.

6.9. The Participant understands that certain risks may arise, including, but not limited to hazards relating to;

6.9.1. Travelling in remote areas,

6.9.2. Travelling by automobile, van, bus, aeroplane, boat, train or any other means of conveyance,

6.9.3. The forces of nature,

6.9.4. Civil disturbances,

6.9.5. National or international conflicts,

6.9.6. Terrorism,

6.9.7. Arbitrary itinerary changes made by foreign governments or vendors,

6.9.8. Swimming, diving, boating and all related water accidents,

6.9.9. Interaction with dangerous wildlife,

6.9.10. Personal injury or illness from the local environment,

6.9.11. Accident or illness in remote locations without immediate evacuation or medical facilities,

6.9.12. Or negligent acts of third parties.

6.10. The Participant hereby asserts that they acknowledge, understand and appreciate the risks that are inherent with the Event and acknowledge the warnings are precautionary information.

6.11. The Participation is participation on a completely voluntary basis and the Participant assumes all risk and hazards associated with the Event and will hold the Company harmless from and indemnify the Company for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with the Participant's participation in this Event, any activities arranged by or for the Participant by the Company, its agents or employees, emergency medical care if considered essential by the most qualified in-situ personnel.

6.11.1. The Participant expressly agrees that the foregoing waiver and assumption of risks are intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6.12. The terms of this agreement shall further extend to the Participant's heirs, personal representatives, successors and assigns.

6.13. The Company warrants to the Participant that the Service and Events provided will be under reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Service.

6.14. The Warranty contained in this section is the sole and exclusive Warranty as to the Service provided hereunder, and shall supersede any express or implied warranties, in fact or law, including, without limitation, warranties of merchantability or fitness for a particular purpose and the Company will not be liable under any circumstances with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any incidental,

consequential, special or exemplary damages, including, without limitation, loss of revenue or loss of profits or lost business, even if the Company has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this agreement, in no event will the Company's cumulative liability to the Participant arising out of or relating to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the total charges, as set out in this Agreement, actually paid under this agreement.

7. Complaints *(back to contents)*

7.1. If the Participant wishes to make a complaint in relation to an Event, they shall firstly bring the complaint to the attention of the Event Leader or the representative in the host country, who shall use his/her reasonable efforts to resolve the complaint within a reasonable time.

7.2. If the Event Leader or the representative in the host country is unable to resolve a serious complaint, and the Participant leaves the Event before the completion date, the Participant shall provide the Event Leader or the representative in the host country with a full written version of the details of the complaint, prior to the Participant's departure.

7.3. No compensation shall be given to the Participant, except under extreme circumstances.

7.3.1. Extreme circumstances are determined at the sole discretion of the Company.

7.3.2. The Participant agrees that under no circumstances shall the Company be liable for damages or

compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

7.4. If the Company is unable to resolve a serious complaint, it shall be referred to arbitration through LEADR (*LEADR is a national non-profit organisation which promotes and facilitates the use of Alternative Dispute Resolution.*)

7.4.1. Arbitration services are at the expense of the individual making the Complaint, which will be refunded should the complaint find the Company in the wrong.

8. Termination and Expulsion Duties *(back to contents)*

8.1. The Company reserves the right to deny from participating in or otherwise expel from the Event any Participant who is in breach of any term of this Agreement.

8.2. Without prejudice to the generality of **Clause 8.1** above, the following non-exhaustive list will result in automatic expulsion of any Participant;

8.2.1. Possession, taking of or supplying illegal or illicit substances.

8.2.1.1. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of the state where the acts take place,

8.2.2. Displaying cruel, thoughtless or rude behavior or committing acts which could injure or harm a member of the Event (including a staff member), or any other person;

8.2.3. Disobeying the Company's, the Event Leader's or the representative in the host country's instructions in relation to health and safety;

8.2.4. Committing an act or displaying behavior which could jeopardize the future the Company within the host country or lead to the souring of relations between the Company and the host communities or country; *and*

8.2.5. 8.2.6.

Breaking of any local laws.
Continual disruption of the enjoyment of other Participants.

If a Participant's behavior is considered excessively unsocial or improper, the Participant will

8.2.6.1.
first be given a warning before expulsion.

8.3. Expulsion will be carried out by the Event Leader, at the Companies discretion and is not subject to appeal.

8.4. In all cases of Expulsion, the Participant will not be entitled to any reimbursement from the Company, nor will the Company be responsible for any additional costs incurred by the Participant as a result of the Expulsion.

9. Currency and Cancellation (*back to contents*)

9.1. For Events with a deposit up to \$250.00 (*USD*) or equivalent, the Participant will be entitled to cancel this Agreement at any time up until 16 (*sixteen*) weeks before departure.

9.2. For Events with a deposit of up to \$500.00 (*USD*) or equivalent, the Participant will be entitled to cancel this Agreement at any time up until 18 (*eighteen*) weeks before departure.

9.3. For Events with a deposit of up to \$750.00 (*USD*) or equivalent, the Participant will be entitled to cancel this Agreement at any time up until 20 (*twenty*) weeks before departure.

9.4. For Events with a deposit of more than \$750.00 (*USD*) or equivalent, the Participant will be entitled to cancel this Agreement at any time up until 22 (*twenty-two*) weeks before departure.

9.5. In the event of timely cancellation, the Participant shall not be entitled to a refund of the deposit, but will be entitled to a refund of any other monies paid.

9.6. All refunds are subject to an administration fee of \$30.00 (*AUD*), or equivalent. In the event of cancellation after the deadlines above, the Participant shall not be entitled to a refund of any monies paid.

9.7. Transfers to different Events, durations or dates will not be permitted following the first balance payment deadline, unless under exceptional circumstances.

9.8. In the event that the Company agrees to any changes, any payments that had already been deemed non-refundable, will remain so, regardless of new due dates. All changes, included, but not limited to, changes in durations, location or start dates will be subject to an administration fee between \$50.00 (*USD*) and \$150.00 (*USD*) plus any change in event fee or expenditure already incurred in the field to preparing for your arrival.

9.9. The Company reserves the right to cancel or curtail the Event if, in its sole discretion, it believes that circumstances warrant it. This shall include cancellation because of **Clause 13(Force Majeure)**.

9.10. The Company reserves the right to cancel Events that require certain numbers for the success of any the Event, at the sole discretion of the Company.

9.11. Participants are not to make travel arrangements until the Event is confirmed, not less than 8 (*eight*) weeks before departure.

9.12. In all of the above cases regarding cancellation, the Companies first options of recourse shall be to place the Participant in an alternative Event.

9.13. The Company shall use reasonable efforts to match any alternative Event in accordance with the Participant's preferences.

9.14. In the case of cancellation by the Company prior to departure, beyond the Company's control, the

Participant shall be entitled to their deposit and any monies less \$250.00 (USD), or equivalent, to cover the Companies costs, and less any other irrecoverable expenditure on the part of the Company which has already been spent.

9.15. The Company shall not be held liable for any incidental expenses incurred by Participant as a result of any other arrangements that the Participant may have made; and

9.16. In the case of Curtailment, the Participant shall be entitled to a reasonable proportion of the total charge from which any irrecoverable expenditure is deducted.

9.17. In all of the above cases where there is a cancellation, the Company's first recourse shall be to place the Participant into an alternative Event.

9.18. The Company shall use reasonable efforts to match any alternative Event in accordance with the Participant's preferences.

9.19. In all of the above cases, either Party shall give Written Notice to the other of the cancellation, and any refund or alternative placement given to the Participant shall be considered to be in full and final settlement of all and any liability owed by the Company to the Participant.

10. Family Volunteering, Groups Containing Under 18's and under 18 Individuals ([back to contents](#))

10.1. Participants under the age of 18 (*eighteen*), (a Minor), must travel with a legal guardian

who will be entering into this Agreement on the Minor's behalf, by completing their application.

10.1.1. A document must be printed and signed by the Minor's legal guardian(s), who will be entering into the agreement on their behalf.

10.2. The legal guardian(s) will also be required to provide a signed and notarized release form to be submitted to the Company 8 (*eight*) weeks prior to departure.

10.3. Minors travelling without a legal guardian must have all documents noted above with them for the Event.

11. Physical and Intellectual Property ([back to contents](#))

11.1. All equipment and resources provided by the Company, both prior to and throughout the duration of the Event, shall remain the property of the Company and must be returned on completion of the Event.

11.2. The Participant is responsible for replacement of any property that is lost or damaged through their careless or otherwise negligent behavior.

11.3. All research, data, reports, photographs and documentation relating to the Event and the Company projects provided by the Company, shall remain the property of the Company without compensation or further recourse to the Participant.

11.3.1. The Company retains the rights over the use and dissemination of such materials for its commercial and promotional purposes, including, but not limited to, the posting of any photographs containing an image of the Participant while on the Event on its website, brochures, or other marketing, promotional or informational medium.

12. Data Protection ([back to contents](#))

12.1. It may be necessary for the Company to pass data about the Participant to other

countries from time to time.

12.1.1. The Participant hereby agrees that the Company may disclose his/her personal data, including any sensitive personal data such as relevant medical history, to the Mucha Leaders and any other representatives in the host countries.

12.2. From time to time the Company shares Participant contact information with other Participants and selected partners (*such as insurance and flight providers*) in order to enhance pre- departure support, allow direct communication between participants on similar events and allow prospective Participants to communicate with former Participants.

12.3. The Participant hereby agrees that the Company may disclose their certain personal information to other Participants, potential Participants and partners.

13. **Force Majeure** (*back to contents*)

13.1. Notwithstanding any other provision of this Agreement, the Parties shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

14. **Confidentiality** (*back to contents*)

14.1. Confidential Information for the purposes of this Agreement shall amount to any and all information send to the other Party in confidence. This includes sensitive information, bank details, addresses and all other information which a reasonable person would consider confidential.

14.2. The Parties undertakes that he shall not at any time after the date of this Agreement use, divulge or communicate to any person (*except to his professional representatives or advisers or as may be required by law or any legal or regulatory authority*) any Confidential Information concerning the terms of this Agreement, the business or affairs of the other Party which may have (*or may in future*) come to his knowledge, and each of the Parties shall use his reasonable endeavours to prevent the publication or disclosure of any confidential information concerning or connected to such matters.

15. **No Variation** (*back to contents*)

15.1. No variation, addition, deletion or agreed cancellation of this Agreement will be of force or

effect unless in writing and signed by or on behalf of both Parties. **16. Transfer and Assignment** (*back to contents*)

16.1. This Agreement is binding upon all Successors and Assigns the Parties hereto and the names of the Party appearing herein shall be deemed to be included in the name of its successors.

16.2. Neither Party shall Assign, Transfer, Sub-Contract or by make such an arrangement with a Third Party regarding the enjoyment and use of the Properties without the Prior consent of all Parties.

17. **General** (*back to contents*)

17.1. This Agreement constitutes the entire Agreement between the Parties and shall apply to

all Events and/or other courses provided by the Company and undertaken by the Participant.

17.2. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement.

17.3. Any notice required or permitted to be given by one Party to this Agreement to the other shall be in writing addressed to that other party.

17.3.1. For the Company, to be sent to its registered office or principal place of business.

17.3.2. For the Participant, the Participant's address as stated above in this Agreement, in person or by delivery to the Participant's last known place of residence outside the jurisdiction of the Australia.

17.3.3. No waiver by either party of any breach of contract by the other shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Agreement.

I HAVE READ THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT CONTAINED IN THIS AGREEMENT, FULLY UNDERSTAND ALL TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY COMPLETION OF MY APPLICATION TO AGREE TO THE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

As Witness the hands of the Parties or their duly authorised representatives the date first above written. We, the Undersigned, agree to the above stated terms.

..... | Name: _____ (Signed on behalf of the Company)

Date: _____

By signing I agree that the above to be a true statement of fact that is validly upheld within the Jurisdiction, Governing Law and Dispute Resolution methods set out within this Agreement.

..... | Name: _____ (Signed on behalf of the Participant)

Date: _____

By signing I agree that the above to be a true statement of fact that is validly upheld within the Jurisdiction, Governing Law and Dispute Resolution methods set out within this Agreement.