



## NATIONAL TOUR WAIVER

### DETAILS

Unearthed Australian Opal Pty Ltd

19 659 569 141

\_\_\_\_\_ (“Applicant”)

#### 1. Informed Decision

Before signing this Waiver, Applicant acknowledges that Unearthed Australian Opal Pty Ltd is solely a tour business whose sole purpose is to arrange itineraries for participants AND Applicant has read the materials provided by Unearthed Australian Opal Pty Ltd that describe the Tour, the Applicant's responsibilities while participating in the Tour, and the potential health, safety, and other risks associated with Applicant's participation in the Tour, including but not limited to accidents or illness, disease, poor sanitation, inadequate medical care and facilities, terrorism, Acts of God, accidents, crime, the hazards of travel by air, train, boat, and motor vehicle, poor weather conditions and natural disasters.

Applicant has taken the opportunity to ask any questions he or she may have about the Tour, and the responsibilities and risks involved, and has willingly and freely assumed any and all risks associated with domestic travel and the Tour in general.

#### 2. Responsibility for Preparation

Applicant agrees to attend pre-departure information sessions and other programs or meetings which Unearthed Australian Opal Pty Ltd may conduct regarding the Tour.

The Applicant warrants Unearthed Australian Opal Pty Ltd (and Unearthed Australian Opal Pty Ltd relies on such warranty) their physical condition and health are suitable to participate in the Tour, and they have and will take any necessary medical precautions before embarking on the Tour (and during the Tour if necessary).

Unearthed Australian Opal Pty Ltd recommends each tour participant purchase adequate and relevant travel insurance. It is the Applicant's responsibility to purchase adequate and relevant travel insurance to cover them for any instance including loss, damage or illness.

#### 3. Changes in Tour

The duration, itinerary, or other details of the Tour may be cancelled, curtailed, altered, or modified without prior notice or obligation to Applicant, except that in the event of cancellation,



refund shall be made of all monies paid by or on behalf of Applicant to Uearthed Australian Opal Pty Ltd for participation in the Tour, excluding the non-refundable application fee.

If the Tour is curtailed, refund shall be made of an appropriate share of such monies paid to Uearthed Australian Opal Pty Ltd, said sum to be determined by the Uearthed Australian Opal Pty Ltd in its sole discretion.

#### **4. Compliance with Laws, Regulations & Rules**

Applicant shall abide by all laws of all places visited, including but not limited to laws governing the use of alcohol and drugs. If Applicant chooses to consume alcohol, as allowed by law in any relevant jurisdiction, Applicant agrees to do so responsibly and at his or her sole risk.

Applicant agrees to comply with all rules, regulations, and standards of conduct, including but not limited to violations of any code of Tour conduct fixed by Uearthed Australian Opal Pty Ltd, its agents, and employees who, in the event of violation, reserve the right to limit or terminate Applicant's participation in the Tour.

If Applicant's participation in the Tour is terminated (excluding the Applicant from further participation in the Tour), return to Applicant's home shall be at Applicant's sole expense, arrangement and risk.

#### **5. Release of Claims**

Applicant, individually, and on behalf of its heirs, successors, assigns and personal representatives, hereby indemnifies and releases fully and finally from any and all liability, claims, loss, suits, demands and damages, brought by the Applicant (or and including by any third party as a consequence of any act or omission of the Applicant) and covenants not to sue or cause to be sued in any judicial or administrative forum, or otherwise, Uearthed Australian Opal Pty Ltd and its officers, agents, and employees with respect to any and all matters relating to or arising from Applicant's conduct (including acts and omissions) and participation in the Tour.

It is understood and agreed that Uearthed Australian Opal Pty Ltd shall in no way be deemed responsible for the operation or management of any means of transportation, public or private, or facilities used by the Tour or any Tour participant, and the Applicant's participation on any tour or transportation or event or activity will be solely at their own risk.

Further, should the Applicant engage in any activities which involve a risk to person or property (including but not limited to Mining Tour and any activity while intoxicated or under the influence of any substance), they do so at their own risk and agree Uearthed Australian Opal Pty Ltd shall in no way be liable for the Applicant's actions, safety, loss and damage.

#### **6. Health and Health Insurance**



The Applicant acknowledges that he/she is responsible for obtaining all recommended and necessary immunisations.

The Applicant warrants that he/she is responsible for educating and informing him/herself and discussing with his/her health care provider diseases, illnesses, and other health concerns that may result from travelling and participating in the Tour.

Applicant further warrants that he/she has been examined by a qualified physician of his or her choice; that such physician was in possession of all pertinent facts concerning Applicant and the Tour; and that such physician has advised Applicant of the medical advisability of participation.

Applicant assumes all risk and responsibility for his/her medical needs while a participant in the Tour, and acknowledges that Unearthed Australian Opal Pty Ltd is not responsible for the provision and quality of medical treatment or hospital care received while such a participant.

In the event of a medical emergency, however, Applicant authorises Unearthed Australian Opal Pty Ltd to take action deemed in good faith to be necessary for his/her health and safety.

Applicant assumes full financial responsibility for, and releases Unearthed Australian Opal Pty Ltd from any and all liabilities resulting from the good faith exercise of this authority.

APPLICANT WARRANTS THAT HE OR SHE IS CURRENTLY ENROLLED IN A HEALTH INSURANCE PROGRAM THAT PROVIDES COVERAGE FOR EXPENSES INCURRED WHILE PARTICIPATING IN THIS TOUR.

## **7. Modification**

This Waiver shall not be modified except by another agreement in writing signed by the Applicant.

## **8. Governing Law**

The terms of this Waiver shall be governed by the laws of South Australia.

## **9. Severance**

In the event that any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the validity or unenforceability shall not affect the validity or enforceability of the provision to the other persons or circumstances, and the provisions shall remain in full force and effect.

## **10. Agreement**

The Applicant acknowledges that prior to signing this Waiver, he or she has read this Waiver, has had the opportunity to seek legal advice about the agreements effect prior to signing / agreement, has full understanding of its terms and conditions, and voluntarily accepts its terms and conditions



and executes it with the understanding that Uearthed Australian Opal Pty Ltd shall rely on the statements and warranties herein contained.

During the Experience we may take photographs and Videos and use the media on our Website or Social Media platforms. Please notify us if you do not wish you or your children to be included.

I am at least 18 years of age and legally competent to sign this document.

**Executed on** \_\_\_\_\_

.....  
Signature of Applicant

.....  
Name of Applicant