

PILATES

EXPLORE
IMMERSE
RENEW

ESCAPE

BALI
SEPTEMBER
2019

CREW

A wide-angle photograph of a beach at sunset. The sky is a mix of purple, pink, and orange, with the sun low on the horizon. The water is calm, reflecting the colors of the sky. In the distance, there are silhouettes of mountains or hills. The foreground shows the wet sand of the beach, with some small pools of water reflecting the light.

WITH YOUR PILATES GURUS
CHARISSA FERMELIS & CLAIRE NOLAN

BOOKING TERMS & CONDITIONS

TRAVELLER PARTICIPANT WAIVER

BOOKING TERMS & CONDITIONS

- A By booking or participating in an Escape and any related products or services (an “Escape”) with Pilates Escape Crew ABN 69 273 357 374 (“Pilates Escape Crew”), you (“you”) agree to these Terms & Conditions (the “Terms”).
- B By booking or participating in an Escape you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

1 THE BOOKING CONTRACT

1.1 YOUR BOOKING

- (a) Your booking is confirmed and a contract exists when Pilates Escape Crew issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Pilates Escape Crew immediately. Please ensure that names are exactly as stated in the relevant Passport.
- (b) You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Pilates Escape Crew.
- (c) All Escape participants must sign a Traveller Participation Waiver.

1.2 BOOKING ON BEHALF OF OTHERS

- (a) By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Escape booking, notifying Pilates Escape Crew if any changes or cancellations are required and keeping your party informed.
- (b) By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and Pilates Escape Crew will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

2 YOUR REQUIREMENTS

2.1 MEDICAL INFORMATION

- (a) You must provide any medical information reasonably requested by Pilates Escape Crew.
- (b) Pilates Escape Crew reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of an Escape.
- (c) Pilates Escape Crew reserves the right to deny you permission to travel or participate in any aspect of an Escape at any time and at your own risk and expense where Pilates Escape Crew determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

- (d) Pregnancy is considered a medical condition and must be disclosed to Pilates Escape Crew at the time of booking. Pilates Escape Crew may refuse to carry pregnant women over 24 weeks. Pilates Escape Crew may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.
- (e) In the event that you do not provide medical information reasonably required by Pilates Escape Crew for any reason by the deadline indicated above, Pilates Escape Crew reserves the right to cancel your booking and all applicable cancellation fees will apply.
- (f) You are responsible for assessing whether an Escape is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. Pilates Escape Crew does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Escape based on your own unique circumstances, limitations, fitness level and medical requirements.
- (g) Travel with Pilates Escape Crew may involve medical evacuation and extended transfer time between regions to access medical care. The condition of medical facilities in the countries you may visit on your Escape varies and Pilates Escape Crew makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

2.2 AGE REQUIREMENTS

Unless otherwise indicated in the Escape description or by Pilates Escape Crew, the minimum age for any participant travelling on any Escape is 18 years old.

2.3 SPECIAL REQUIREMENTS

Any special requirements must be disclosed to Pilates Escape Crew at the time of booking. Pilates Escape Crew will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Pilates Escape Crew at the time of booking but Pilates Escape Crew cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and Pilates Escape Crew and Pilates Escape Crew is not liable for any failure to accommodate or fulfil such requests.

2.4 MANDATORY INSURANCE REQUIREMENTS

You must have travel insurance with a minimum medical, evacuation and repatriation coverage of US \$500,000 covering all applicable dates of travel with Pilates Escape Crew. This insurance must cover personal injury and emergency medical expenses. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling, including natural disaster. You acknowledge that insurance coverage is not included in the cost of any Escape offered by Pilates Escape Crew and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage.

2.5 TRAVEL DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel with Pilates Escape Crew as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the Escape, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by Pilates Escape Crew that is a direct result of your failure to secure or be in possession of proper travel documentation. Pilates Escape Crew does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment and you agree that Pilates Escape Crew is not responsible for any errors or omissions in this information.

3 PRICING

3.1 ESCAPE PRICE

- (a) The published price of the Escape and any products or services offered by Pilates Escape Crew is subject to change at any time, before or after booking confirmation, up to 60 days before departure. Escapes are priced and advertised exclusive of applicable sales taxes. After a confirmation invoice has been issued by Pilates Escape Crew, Pilates Escape Crew reserves the right to impose surcharges on any products or services booked for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable products or services; provided however, Pilates Escape Crew will only do so where the increase in question is greater than 2% of the original price paid for the products or services (excluding add-ons, insurance, and taxes). Upon learning of the necessity to impose a surcharge in accordance with this section Pilates Escape Crew will provide notice to you as soon as reasonably possible.
- (b) Where the increase in price is greater than 7% of the original price of the applicable products or services (excluding add-ons, insurance and taxes), you may choose to either:
 - (i) cancel the applicable booking without incurring any penalty; or
 - (ii) accept the change of price.
- (c) You must notify Pilates Escape Crew of your choice within 7 days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase.
- (d) From time-to-time Pilates Escape Crew may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by Pilates Escape Crew are not entitled to reduced pricing.

3.2 VALIDITY

- (a) All dates, itineraries and prices of Escapes are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance with these Terms.
- (b) You acknowledge that you are responsible for keeping up to date on the specific details of your Escape and any other products or services, including, but not limited to checking Pilates Escape Crew's Facebook page www.facebook.com/pilatesescapecrew at least 72 hours prior to departure as minor changes may have been made after the time of booking.

3.3 DETAILS REQUIRED FOR BOOKING

As a condition of booking, you must provide the information requested by Pilates Escape Crew along with final payment. If you fail to provide all required information prior to the date on which full payment is due, an administrative fee will be charged for any costs incurred by Pilates Escape Crew as a result of your failure to provide the required information. If you fail to supply information required by Pilates Escape Crew for air tickets, permits, or other inclusions, you will also be liable for any costs, fees or losses including failure to obtain or provide that inclusion. In the event that you fail to supply information required by Pilates Escape Crew, Pilates Escape Crew also reserves the right to treat your booking (or the relevant component of your booking) as cancelled and levy any cancellation fees deemed reasonable by Pilates Escape Crew, in its sole discretion. The information required by Pilates Escape Crew will vary by Escape and will be communicated to you or to Pilates Escape Crew's authorized agent during the booking process. Pilates Escape Crew will not be held responsible for any fees you incur as a result of errors, omissions, inaccuracies, late, misplaced or otherwise incomplete information you have provided.

3.4 DEPOSITS

At the time of booking, a non-refundable deposit of 50% of the Escape price per person is due to Pilates Escape Crew. If the booking is made 90 days or less prior to departure, full payment is due at the time of booking. The non-refundable deposit should be sent to Pilates Escape Crew.

3.5 FINAL PAYMENT

- (a) The confirmation sent by Pilates Escape Crew will contain details of final payment required for any booking. Payment of the balance of the price for any products or services booked is due 90 days before the departure date of the first product or service included in the applicable booking. If full payment is not received by the applicable due date, Pilates Escape Crew may, at its sole discretion, change the rate payable for the booking, or treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 90 days before the departure date of the first product included in the applicable booking, then the full amount must be paid at the time of booking. If, for any product or service booked, payment terms differ from those outlined in this section, the applicable terms will be communicated to you prior to booking and will also be detailed on the applicable invoice.
- (b) Pilates Escape Crew is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to Pilates Escape Crew.

3.6 AIRFARE

Escape prices do not include international or other airfare.

4 CANCELLATION

4.1 BY THE PARTICIPANT

- (a) You may cancel your booking by notifying Pilates Escape Crew in writing. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by Pilates Escape Crew and are expressed as a percentage of the total price paid for the cancelled Escape, product or service (excluding any insurance products).
- (b) Cancellation of an Escape:
 - (i) Cancellation received 90 days or more before departure of first product or service in relevant booking: Deposit will be held by Pilates Escape Crew in accordance with these Terms, the remainder of the payments made to Pilates Escape Crew in respect of the cancelled product will be refunded.
 - (ii) Cancellation received 89-60 days before departure of first product or service in relevant booking: an amount equal to [50%] of the remainder of the payments made to Pilates Escape Crew in respect of the cancelled Escape will be refunded.
 - (iii) Cancellation less than 60 days before departure of first product or service in relevant booking: Deposit will be held by Pilates Escape Crew in accordance with these Terms, and no further refund will be payable.

4.2 BY PILATES ESCAPE CREW

- (a) If an Escape is cancelled by Pilates Escape Crew before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from Pilates Escape Crew:
 - (i) a substitute Escape of equivalent or superior value; or
 - (ii) a substitute Escape of lesser value if no Escape of equivalent or superior value is reasonably available and to recover from Pilates Escape Crew the difference in price between the price of the Escape originally purchased and the substitute Escape; or
 - (iii) a full refund of all monies paid for the cancelled Escape.
- (b) Pilates Escape Crew is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, Pilates Escape Crew reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of an Escape as described cannot be provided after departure, Pilates Escape Crew will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, Pilates Escape Crew may provide you with a refund for unused products or services as determined in its discretion.

5.1 FLEXIBILITY & UNUSED SERVICES

- (a) You acknowledge that the nature of travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by Pilates Escape Crew. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of Pilates Escape Crew (including but not limited to Force Majeure, weather conditions, third party suppliers, transportation delay and road closures illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties).
- (b) No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of Pilates Escape Crew, including your removal from an Escape because of your negligence or breach of these Terms.

5.2 CHANGES

- (a) Pilates Escape Crew may modify your itinerary where reasonably required in its sole discretion. If Pilates Escape Crew makes a change affecting at least one in three full days of the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), Pilates Escape Crew will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 14 days before departure, you may choose to:
 - (i) accept the Material Change and proceed with the amended product or service;
 - (ii) book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or
 - (iii) book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or
 - (iv) cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change).
- (b) You must notify Pilates Escape Crew of your choice within 7 days of receiving notice or you will be deemed to accept the amended itinerary.
- (c) Once an Escape has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of Pilates Escape Crew. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with Pilates Escape Crew, whether or not such expenses arise from a change of itinerary, and Pilates Escape Crew is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. Pilates Escape Crew will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.
- (d) You are responsible for ensuring that information provided to Pilates Escape Crew is accurate and up-to-date. Any changes to your name on any booking are subject to Pilates Escape Crew's approval. Any changes to a booking depend on availability and are subject to Pilates Escape Crew's approval and these Terms.

Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Escape, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure of the first product or service on the applicable booking.

6 ACCEPTANCE OF RISK

6.1 YOUR ACKNOWLEDGEMENT

- (a) You acknowledge that activities travel and the products and services offered by Pilates Escape Crew may involve a minor amount of risk to your health and safety. By traveling with Pilates Escape Crew you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases Pilates Escape Crew from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including activities travel specifically, visiting foreign destinations, and participating in activities such as those included in Escape itineraries or otherwise offered by Pilates Escape Crew.
- (b) You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, travel to remote locations, participation in “extreme sports” or other high-risk activities. Standards of hygiene, accommodation and transport in certain countries where Escapes take place are often lower than the standards you may reasonably expect in your home country or region. You agree that Pilates Escape Crew is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where an Escape, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.
- (c) You must at all times strictly comply with all applicable laws and regulations of all countries and regions. Should you fail to comply with the above or commit any illegal act when on Escape or, if in the opinion of Pilates Escape Crew (acting reasonably), your behaviour is causing or is likely to cause danger, distress or material annoyance to others, Pilates Escape Crew may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Pilates Escape Crew’s part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.
- (d) You are responsible for any costs (including repair, replacement and cleaning fees) incurred by Pilates Escape Crew or Pilates Escape Crew’s suppliers for property damage, destruction or theft caused by you while on an Escape. You agree to immediately report any pre-existing damage to a representative of Pilates Escape Crew and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.
- (e) You agree to take all prudent measures in relation to your own safety while on Escape including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs

and oral or written warnings regarding health and safety. Neither Pilates Escape Crew nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

- (f) You agree to bring any complaints to Pilates Escape Crew as soon as possible in order to provide Pilates Escape Crew with the opportunity to properly address such complaint. You agree to inform your Escape leader, another representative of Pilates Escape Crew or Pilates Escape Crew's customer service department directly. Pilates Escape Crew assumes no liability for complaints that are not properly brought to the attention of Pilates Escape Crew and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of an Escape must be received in writing by Pilates Escape Crew within 30 days of the last day of travel of the booking in question.

7 OPTIONAL EXTRAS

- (a) "Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the Escape itinerary or price of the Escape and do not form part of the Escape. You agree that any assistance given by Pilates Escape Crew's representative(s) in arranging, selecting, or booking, any Optional Extras is purely at your request and Pilates Escape Crew makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by any representative of Pilates Escape Crew regarding any Optional Extras. You release Pilates Escape Crew from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.
- (b) You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

8 LIABILITY

8.1 THIRD PARTY SUPPLIERS

- (a) Pilates Escape Crew makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, Escape and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although Pilates Escape Crew takes all reasonable care in selecting Third Party Suppliers, Pilates Escape Crew is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Pilates Escape Crew does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.
- (b) Pilates Escape Crew is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

8.2 PILATES ESCAPE CREW'S LIABILITY

Pilates Escape Crew and its parents, subsidiaries and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for:

- (a) Any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and
- (b) Any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against Pilates Escape Crew for any such loss, damage, injury, or death; and
- (c) Any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental, resulting from the act or omission of any party other than Pilates Escape Crew and its employees.
- (d) In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of Pilates Escape Crew or of the Third Party Suppliers of any services which form part of the booking contract then Pilates Escape Crew limits its liability, where applicable by all applicable international conventions.
- (e) Notwithstanding anything to the contrary elsewhere in these Terms, Pilates Escape Crew will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.
- (f) For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability Pilates Escape Crew may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which you paid for the applicable Escape, not including insurance premiums and administration charges. Where this relates to loss or damage to luggage and other personal possessions then Pilates Escape Crew liability will not exceed AUD\$1,000. Pilates Escape Crew will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you will be precluded from making a double recovery by making the same claims and seeking recovery against Pilates Escape Crew and its suppliers, contractors or other third parties.

9 FORCE MAJEURE

Pilates Escape Crew will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Pilates Escape Crew failure to commence, perform or complete any duty owed to you if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labour difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Pilates Escape Crew; or an event which

Pilates Escape Crew or the Third Party Supplier of services, even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

10 IMAGES AND MARKETING

You agree that, while participating in any Escape, images, photos or videos may be taken by other participants, Pilates Escape Crew or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Pilates Escape Crew, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

11 PRIVACY POLICY

Pilates Escape Crew must collect your personal information to deliver the Escape and any products or services booked. Pilates Escape Crew collects, uses and discloses only that information reasonably required to enable Pilates Escape Crew and its Third Party Suppliers to provide the particular Escape, products and/or services that you have requested as described in Pilates Escape Crew Privacy Policy, which can be accessed any time at <https://www.PilatesEscapeCrew.com.com/pages/privacy-security-policy/> and is expressly incorporated into these Terms. By submitting any personal information to Pilates Escape Crew, you indicate your acceptance of Pilates Escape Crew's Privacy Policy.

12 SEVERABILITY

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

13 CONTRACT PARTIES & SUCCESSORS

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

14 APPLICABLE LAW

The Contract and these Terms are subject to the laws of Australia and you submit to the exclusive jurisdiction of the courts located in Victoria, Australia for the resolution of any dispute under these Terms or concerning any Escape, product or service.

15 AMENDMENTS

Pilates Escape Crew reserves the right to update or alter these Terms at any time, and will post the amended Terms on Pilates Escape Crew's Facebook page www.facebook.com/pilatesescapecrew. Any amendment will take effect 10 days after being posted to Pilates Escape Crew's website. An up to date copy of these Terms, as amended, may be accessed at any time on Pilates Escape Crew's website and will be

sent to you upon written request to Pilates Escape Crew. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on Pilates Escape Crew's website. Pilates Escape Crew recommends that you refer to the Terms prior to travel to familiarize yourself with the most up-to-date version available.

TRAVELLER PARTICIPANT WAIVER

A Acceptance of Booking Terms and Conditions, release of liability, waiver of claims assumption of risk and indemnity agreement

B Pilates Escape Crew, and its subsidiaries and affiliates (individually and collectively, the Operators) and all sub-contractors and suppliers who provide or make available facilities, premises, activities or services for the operators, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors and assigns (hereinafter referred to as the "Releasees")

C The term "Activities" shall include all activities, events, or services provided, arranged, organized, conducted, sponsored, or authorized by the Operators and shall include but are not limited to participation in an activities travel Escape, travel to remote areas without access to medical facilities or treatment, Pilates, yoga, surfing, bike riding, physiotherapy, walks/hikes, travel to and from the Escape areas, orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to these activities.

(a) **ACKNOWLEDGMENT – SAFETY**

I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of such equipment. I am aware that the physical exertion required to participate in the Activities and that this can activate or aggravate pre-existing injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Activities.

(b) **ASSUMPTION OF RISKS**

I am aware that Activities involve many risks, dangers and hazards including but not limited to; changing weather conditions; falling trees, limbs; falling from platforms, cables and bridges; shock, stress, or other injury to the body; encounters with wildlife; equipment malfunctions; negligence of other participants or guides; consumption of alcohol; and negligence on the part of the Releasees, including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of Activities. I am also aware that these dangers, risks, and hazards exist on terrain that may be uncontrolled, unmarked, and uninspected.

(c) **ALCOHOL AND ILLEGAL SUBSTANCES**

If I use, consume or am under the influence of alcohol or illegal drugs prior to or while engaging in the Activities, even in the event of negligence or fault by the Releasees or other Third Persons and/or Third Parties, I assume and accept all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom and will indemnify the Releasees from any and all liability for any damage to property or personal injury to any Third Party, resulting from my engagement in the Activities, while, during or after consumption of illegal drugs or alcohol.

I am aware of the risks, dangers, and hazards associated with Activities and I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage, and loss resulting therefrom.

(d) **RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in Activities and permitting me the use of their property and equipment, where applicable, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- (i) To waive any and all claims that I now have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or my next of kin may suffer, resulting from either my participation in Activities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks dangers and hazards of adventure activities referred to above;
- (ii) To hold harmless and indemnify the Releasees from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities;

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of Victoria and;

Any litigation involving the parties to this Agreement shall be brought solely within the State of Victoria and shall be within the exclusive jurisdiction of the Courts of the State of Victoria.

I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of adventure activities other than what is set forth in this agreement.

I confirm that i have read and understand this agreement prior to signing it, and i am aware that by signing this agreement i am waiving certain legal rights which i or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

D I have thoroughly read and understand the preceding Booking Terms and Conditions and Traveller Participant Wavier. I understand that all Activities and Escapes are completely voluntary and based upon my own decision and I acknowledge that I may choose to decline these activities at any time. I hereby accept the associated risks and understand the precautions thereof.

PARTICIPANT NAME: _____

PARTICIPANT SIGNATURE: _____

DATE: _____