



WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In return for Vegan Tours Australia giving me the opportunity to participate in this Tour (the “Tour”), I agree to the following:

1. Assumption Of Risks

I am aware that the Tour involves traveling to and in a foreign country with transportation, services, guides, food and accommodation being supplied by providers for whom VTA bears no responsibility, and that there are certain risks involved whenever traveling abroad including, but not limited to: delays, delayed or changed departure or arrival times; fare changes, dishonours of hotel, airline, missed carrier connections; losses, damages, weather, strikes, acts of God, circumstances beyond the control of VTA, including, war, civil unrest, kidnapping, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to and lost property; bankruptcies of airlines or other service providers; inconveniences, cessation of operations, mechanical defects, damages or losses of any nature whatsoever, including additional expenses caused in connection with any accommodations, restaurant, transportation, or other service or any substitution of hotels or of common carriers beyond VTA’s control, with or without notice.

I am aware of the risks associated with traveling to, and within and returning from one or more foreign countries, including travel by air, bus, taxi or other vehicle which risks include, but are not limited to mechanical failure, operational error, risks of traveling on rough terrain (including mountains and jungles), accident or collision, all of which could lead to the possibility of personal injury (including mental distress or trauma), death, property damage or other loss.

I am aware of the additional dangers and risks associated with the various activities which are or could be part of the Tour, or which I may choose to engage in outside of the Tour, including hiking, river, boat rides, cable cars, buses, train rides, rafting, trekking, skiing, bike-riding, safari drives, walking safaris, walking tours, cooking classes, cooking demonstrations, yoga, wildlife viewing, visiting animal sanctuaries, spas and thermal springs which dangers and risks include, but are not limited to accidents which could occur during transportation or travel to or from the activity, or during the activity; collision or contact with other participants, vessels, motor vehicles of all types and descriptions, fixed objects or equipment; falls; encounters with domestic or wild animals; dangers of traveling on rough terrain, waters or roads; or equipment failure, all of which could lead to the possibility of possibility of personal injury (including mental distress or trauma), death, property damage or other loss.

I am aware that weather conditions, including temperatures may be extreme and could change rapidly and without warning.

I am aware that some medical conditions may be exacerbated or aggravated during a Tour and related activities, and that I may be traveling in remote locations with poor communications and inability to obtain rescue or medical assistance quickly or easily.

Knowing the risks, dangers, and hazards described above, and in consideration of being given the opportunity to participate on the Tour, I freely accept and fully assume, for myself and anyone claiming on my behalf, all the risks, dangers, hazards of the Tour, and the possibility of personal injury (including mental distress or trauma), death, property damage or other loss. I willingly accept these risks and agree to the terms of this Release and Waiver, even if Vegan Tours Australia, or any of its shareholders, directors, officers, employees, servants, guides, agents, outfitters, contractors, suppliers or representatives (collectively, "VTA"), are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of the Tour. I understand that VTA is not responsible for any personal injury (including mental distress or trauma), death, property damage or other loss that I, or anyone claiming on my behalf may sustain which are in any way related to the Tour.

2. Infectious Disease / Pandemic

I am fully aware of the possibility of a global virus or other infection disease outbreak, and inherent risks involved when choosing to travel. I am aware that it is my personal decision to travel and I am doing so with full knowledge of travel recommendations, restrictions, regulations, and risks as well as the possibility of future travel restrictions, and I take sole responsibility for my actions with regards to traveling.

I acknowledge that due to infectious diseases, viruses or other reasons not reasonably foreseeable at this time, the Tour may be interrupted or cancelled by VTA, a government entity or other third party over which VTA has no control. I release, waive, discharge and agree not to sue VTA for any and all consequences and liability for any damages, including but not limited to financial losses, I may incur as a result of such interruption or cancellation of the Tour

I am aware of the specific travel warnings, travel restrictions, and travel rules in place in connection with the Tour, as well as the fact that travel warnings, restrictions, and rules are in place around the world. I am also aware that future travel warnings, travel restrictions, and travel rules are likely to occur without notice. I am aware that travel restrictions, quarantine or isolation orders may be imposed during the Tour which may result in my inability to complete the Tour as planned. I understand and accept the risks and consequences of these travel warnings, restrictions, and rules. I am solely responsible for any costs associated with any travel restrictions, quarantine or isolation orders, including, without limitation, additional accommodation, food or travel costs. I am aware that traveling restrictions may be put in place before, during, or after traveling that may impede the ability to enter or exit travel locations or return home as planned. I am solely responsible to ensure I have obtained travel insurance to ensure I have coverage for all medical needs, Tour cancellation and repatriation, and that I have all the necessary provisions for travel.

I voluntarily assume the higher risk that I may be exposed to or infected by an infection disease or virus while traveling. Such exposure or infection may result in personal injury, illness, permanent disability, and possible death. I assume all the foregoing risks

and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, financial loss or expense, of any kind, that I may experience or incur in connection with the Tour.

I hereby release, waive, discharge and agree not sue VTA for any and all consequences of traveling related to any infection disease, virus, pandemic or other unforeseen medical event, including but not limited to: travel warnings, travel restrictions, travel rules, as well as travel warnings, restrictions, and rules changing without notice, illness, death, property damage, financial loss, costs, penalties, fees, fines, cancellations, postponements, quarantines, health regulations and/or screenings, regardless of whether these consequences are imposed by governmental agencies of the locations to which I am traveling to and through and/or suppliers, including but not limited to: airlines, airports, hotels, tour agencies, transfer agencies, and/or any other provider involved in the Tour.

3. Medical/Health & Travel Insurance

I am solely responsible for selecting and purchasing adequate medical/health insurance. No medical/health insurance will be provided by VTA. VTA is not responsible for any medical or health problems I may sustain in connection with the Tour, nor is it responsible for any costs or expenses associated with such medical or health problems.

I am solely responsible for selecting and purchasing adequate travel insurance. VTA will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation, and cancellation of tickets. VTA is not responsible for any injury, loss or damage that could or should be covered by adequate travel insurance nor is it responsible for any costs or expenses associated with such injury, loss or damage.

4. Personal Responsibility

I understand and acknowledge that every country has its own laws and standards of acceptable conduct. I recognize that behaviour which violates those laws or standards, could harm VTA's relations with those countries and their institutions, as well as my own health and safety. I agree to follow the instructions or directions provided by VTA throughout the Tour, and to become informed of and abide by the laws and standards for every country to or through which I travel during the Tour. I understand and acknowledge that any legal problems, including any costs or expenses associated therewith, that I may encounter with any foreign nationals or government during the Tour are entirely my responsibility. VTA is not responsible for providing any assistance under such circumstances, nor is it responsible for injury, damages or losses I may sustain as a result of such legal problems.

In addition, I acknowledge and agree that as a traveller, it is my responsibility to independently research and understand the regulations and restrictions governing the transportation of prescription medication, over-the-counter medication, vitamins, and supplements in the destinations covered by the tour. I understand that compliance with local laws and regulations pertaining to these items is solely my responsibility.

5. Release And Waiver

I waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, VTA for any personal injury (including mental distress or trauma), death, property damage or other loss that I may sustain during or as a result of the Tour due to any cause whatsoever on the part of VTA or others, including: negligence – including the failure to use such care as a reasonably prudent and careful person would do in the circumstances and failure to meet reasonable standards of care; breach of any other duty imposed by law; breach of contract; and mistakes or errors in judgment of any kind.

6. Indemnification

I (for myself and anyone acting on my behalf) hold harmless and indemnify VTA from: any and all liability for any personal injury (including mental distress or trauma), death, property damage or other loss sustained by me or any third party resulting from my participation in the Tour; and any and all claims, demands, actions and costs which might arise out of my participating in the Tour and all related activities, even though such claims, demands, actions and costs may have been caused by the negligence, breach of contract, breach of duty or mistake of VTA.

7. General

In signing this Release and Waiver I am not relying on any oral, written or visual statements of any kind, including promotional statements made by VTA in its website or brochures to induce me to go on the Tour. I confirm that I am of the full age of eighteen years, that I have had sufficient time to read and understand what I am agreeing to in this Release and Waiver before signing it and that it will be binding upon anyone claiming on my behalf, including my heirs, next of kin, executors, administrators and successors. I understand that by signing this Release and Waiver I am giving up substantial rights, including the right to sue. I agree that this Release and Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of Australia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Australia and agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement will be instituted in Australia and nowhere else.

Tour guest's name:

Witness to signature's name:

Signature:

Witness Signature:

Date:

Date: