

# Release and Waiver of Liability

This Release and Waiver of Liability ("Release") is executed and effective as of the date set forth below, by the undersigned acting for myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might claim or sue on my behalf ("Participant") in favour, and for the benefit of, Compass Expeditions Pty Ltd, ABN 21 127 945 046, of 9/3 Bowen Cres, Melbourne, Victoria, Australia 3004, trading as "Compass Expeditions" and its past, present and future shareholders, directors, officers, employees, sub-contractors and agents (collectively with Compass Expeditions, the "Released Parties").

## Recitals:

- a. The Participant desires to participate in a motorcycle touring event ("the tour") being conducted by Compass Expeditions.
- b. As a condition precedent to Compass Expeditions permitting the Participant to undertake the tour, Compass Expeditions requires the Participant to read, consider, take such advice as the participant may require and then execute and deliver this Release.

## Agreements:

For and in consideration of Compass Expeditions permitting the Participant to undertake the tour and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Participant, the Participant hereby agrees as follows:

1. **Dangerous Activity.** The Participant expressly acknowledges and agrees that motorcycling can be dangerous and that travelling and the activities of the tour may involve the risk of illness (including COVID-19), serious injury, including permanent disability, paralysis and/or death and that these risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of other participants on the tour, or the negligence of the Released Parties, and the Participant fully accepts and assumes all such risks and responsibilities for losses, costs and damage which the Participant may incur as a result of his/her participation in the tour.
2. **Release.** The Participant hereby releases, discharges and covenants not to sue and agrees to indemnify, save and hold harmless the Released Parties from all liability, claims, demands, losses, damage, costs and expenses which on the Participant suffers or incurs (or is liable for or has, or would suffer, incur or be liable for or have but for this Release), directly or indirectly, caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Released Parties to the extent permitted by law, and the Participant further agrees that if, despite this Release, the Participant or anyone on his/her behalf, makes any claim against any of the Released Parties, the Participant will indemnify, save and hold harmless the Released Parties from any claims, expenses, legal costs, loss, liability, damage or cost which any and all of them may suffer or incur, directly or indirectly, as a result of such claim.
3. **Governing Law.** These terms and conditions shall be governed by the laws of the State of Victoria (Australia). Any action between the parties hereto shall only be brought in a Court sitting in the State of Victoria, Australia and not in any other jurisdiction and the prevailing party shall be entitled to recover from the non-prevailing party its reasonable fees and costs.
4. **Entire Agreement.** This Release shall be read together with Compass Expeditions' Terms and Conditions and together form the entire agreement between the Participant and Compass Expeditions concerning the subject matter hereof, and to the extent of any conflict or ambiguity between them, the Release and Waiver shall prevail. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding unless reduced to writing and signed by the Participant and Compass Expeditions.
5. **Invalid Provisions.** If any provision of this Release is held to be illegal, invalid or unenforceable, such provisions shall be fully severable, this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release, and the remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision by its severance from this Agreement.
6. **Acknowledgement.** The Participant acknowledges, agrees and states that he/she is of lawful age and legally competent to sign this Release.
7. **Benefits held on trust.** The Participant acknowledges and agrees that: (a) Compass Expeditions holds the benefit of each right, promise and obligation under this document expressed to be in favour of a Released Party on trust for that person; and (b) Compass Expeditions may enforce any or all rights granted to a Released Party under this document on behalf of that person even though they are not parties to this document.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_