

RETREAT TERMS AND CONDITIONS, RISK WARNING AND WAIVER

1 Definitions

In these Terms and Conditions:

Claim means and includes any action, suit, proceedings, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Recreational Activity but does not include a claim against RE Growth by any person expressly entitled to make a claim under an insurance policy held by RE Growth.

Retreat means the retreat organised by RE Growth that I wish to participate in.

Recreational Activity means any participation in the Retreat, including without limitation trekking, horse-riding, farming activities, yoga, boxing and other forms of exercise.

RE Growth means Property Advice Pty Ltd ACN 640 169 197 trading as Re Growth with Kylie Walsh.

Retreat Owner means the owner of the property where the Retreat will be conducted.

Risks means differing situations while undertaking any Recreational Activity which could be harmful to me, including the actions, omissions or negligence of third parties which may result in personal injury or death.

I acknowledge that:

2 General

- 2.1** I will be responsible for all of my belongings and agree that RE Growth and Retreat Owner accept no responsibility for any loss or damage to them, however that may be caused.
- 2.2** If the Retreat is cancelled for safety concerns or otherwise as a result of something beyond the reasonable control of RE Growth or Retreat Owner, including but without limitation fire, flood, other adverse weather, Acts of God, pandemic, damage to the Retreat premises or any other circumstances beyond the control of RE Growth or the Retreat Owner, I agree that any cost I incur to participate in and/or travel to or from the Retreat will be non-refundable and I acknowledge I will have no claim against RE Growth for any loss or damage I may suffer as a result of such cancellation.
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3 Risk Warning

RE Growth warns me and I acknowledge that:

- (a) Undertaking the Recreational Activities can carry Risks.
- (b) I have been warned of the Risks associated with the Recreational Activities.
- (c) Because of the Risks, I will be exposed to the possibility of injury even if I act safely while undertaking the Recreational Activities.
- (d) I agree that I undertake the Recreational Activities at my own risk and that these terms constitute a 'risk warning' in accordance with the *Civil Liability Act 2002* (NSW) (or equivalent legislation if the Retreat takes place in any other State or Territory).

- (e) Liability that arises from the Risks or the breach of any express or implied warranty that any services will be provided by RE Growth with due care and skill in relation to the Recreational Activities is hereby excluded.
- (f) In deciding to participate in the Retreat, I have not relied on any representations made by or on behalf of RE Growth.

4 Waiver

The Recreational Activities are recreational services for the purposes of section 139A of *Competition and Consumer Act (2010)*. I acknowledge and agree as a condition of participating in the Retreat, that in relation to the supply of the Recreational Activities to me, I waive my right to make any Claim in relation to, and RE Growth and the Retreat Owner excludes and will not be held liable for, my: (a) death, or (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), or (c) contraction, aggravation or acceleration of a disease, or (d) the coming into existence or the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to me that (i) is or may be harmful or disadvantageous to me or to the community or (ii) that may result in harm or disadvantage to me or the community.

5 Statutory Guarantees

Other than as allowed by the *Competition and Consumer Act (2010)* set out above, I am entitled to certain statutory warranties and protections pursuant to the *Competition and Consumer Act (2010)* and the Australian Consumer Law. Nothing in this waiver operates to exclude, restrict or modify any provision of the *Competition and Consumer Act (2010)*, the Australian Consumer Law or any equivalent State or Territory legislation.

6 Warranties

As a further condition of participating in the Retreat, I warrant that I will:

- (a) comply with all reasonable instructions and directions given to me by any person authorised by RE Growth and/or the Retreat Owner; and
- (b) participate in the Retreat in a safe and responsible manner.

7 Intellectual Property Rights

I acknowledge and agree that all intellectual property rights in any digital content of myself created on the Retreat will vest in and remain with RE Growth, and that RE Growth will at any time in the future be entitled to use all such digital content for any purpose including but not limited to advertising, promotion, marketing and/or packaging for any product or service at any time in the future. Digital content includes photographic, video, audio or any other content.

Dated:

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Signature of Retreat Participant

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Print name of Retreat Participant