

WAIVER OF RESPONSIBILITY

COACHELLA 2010

THE ENTOURAGE TAKES U2 PTY LTD

ACN 135 808 427

Applicant's Full Name

Parent or Legal Guardian

(If Applicant is under age 18)

Attending Tour from ___/___/_____ to ___/___/_____

Permanent Mailing Address

The undersigned, being the above-named Applicant, or, if such Applicant is under the age of eighteen (18) years, the parent or legal guardian of such Applicant, in consideration of acceptance of Applicant for participation in the above-named COACHELLA 2010 (the "Tour") by THE ENTOURAGE TAKESU2 PTY LTD ACN 135 808 427 ("ETU2") does hereby agree that:

1. **Informed Decision.** Before signing this Waiver, Applicant acknowledges that he/she has read the materials provided by ETU2 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 accidents or illness, disease, poor sanitation, inadequate medical care and facilities, terrorism, accidents, crime, the hazards of travel by air, train, boat, and motor vehicle, 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.
2. **Responsibility for Preparation.** Applicant agrees to attend pre-departure information sessions and other programs or meetings which ETU2 may conduct regarding the Tour.
3. **Changes in Tour.** The duration, itinerary, or other details of the Tour may be canceled, 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 ETU2 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 ETU2, said sum to be determined by the ETU2 in its sole discretion.
4. **Compliance with Laws, Regulations & Rules.** Applicant shall abide by all laws of the country or countries visited, including but not limited to laws governing the use of alcohol and drugs. If Applicant chooses to use alcohol, as allowed by law, 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 the Code of Tour Conduct fixed by ETU2, 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, return to Applicant's home shall be at Applicant's sole expense.
5. **Possession of Legal Documents.** At all times during my travel, Applicant agrees to be in possession of a valid Australian passport and if not an Australian citizen, a valid

foreign passport, or official travel document and any visas (e.g. tourist or student visa) or other immigration documents required for entry into a foreign country and re-entry into Australia. Applicant has attached a photocopy of each and every necessary travel document referenced above that is required for his/her participation in the Tour.

6. **Release of Claims.** Applicant, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby releases fully and finally from any and all liability and claims, and covenants not to sue or cause to be sued in any judicial or administrative forum, the State of Queensland, ETU2 and its officers, agents, and employees with respect to any and all matters relating to or arising from Applicant's participation in the Tour. It is understood that ETU2 shall in no way be deemed responsible for the operation or management of any means of transportation, public or private, or facilities used or by the Tour.

7. **Withdrawal and Refund.** Refund of monies paid to ETU2 by or for Applicant for participation in the Tour, excluding the non-refundable application fee and deposit, shall be made upon withdrawal from the Tour only in the event that Applicant gives written notice to ETU2 of his or her withdrawal at least eight weeks prior to the start date of the Tour.

8. **Health and Health Insurance.** The Applicant acknowledges that he/she is responsible for obtaining all recommended and necessary immunizations. 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 traveling 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 ETU2 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 authorizes ETU2 to take action deemed in good faith to be necessary for his/her health and

safety. Applicant assumes full financial responsibility for, and releases ETU2 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.

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

10. **Governing Law.** The terms of this Waiver shall be governed by the laws of the State of Queensland.

The Applicant acknowledges that prior to signing this Waiver, he or she has read this Waiver, has full understanding of its terms and conditions, and voluntarily executes it with the understanding that ETU2 shall rely on the statements and warranties herein contained. I am at least 18 years of age and legally competent to sign this document.

Signature

Date

(Must be signed by parent or legal guardian if Applicant is under 18 years of age.)