



Full Name and contact number of each occupant:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Booking number:

WAIVER OF LIABILITY FOR THE APEX CHALET BY GUESTS

1. The Apex Foundation as trustee for the Underprivileged Children’s Trust (APEX CHALET) has put in place a number of preventative measures to reduce the spread of COVID -19. However, the Foundation cannot guarantee that you, members of your family or guests you have booked into the APEX CHALET will not become infected with COVID-19.

2. The Foundation has adopted, where applicable, the Australian Government Department of Health and the NSW Government Department of Health guidelines, as well as Information provided by Safe Work Australia, a protocol to allow the APEX CHALET to open during the COVID -19 pandemic.

3. You and all your guests you have booked into the APEX CHALET must comply with all Federal and State Government social distancing requirements and guidelines including the requirement to remain a distance of 1.5 Meters from any other individual.

4. You are responsible for ensuring that all your guest comply with all COVID-19 requirements.

5. You, or any guest you are responsible for, will not be permitted to attend the APEX CHALET if:

They are or have been infected with COVID-19 and have not recovered and are clear of the infection. ie COVID negative.

They have been or have returned from overseas immediately prior to visiting the APEX CHALET and have not been through the required quarantine /isolation period and have not tested negative for COVID 19.

They are subject to a quarantine notice, self- isolation notice or similar.

They have or may have been in contact with a known infected person and have not tested negative for COVID-19 after the expiration of the incubation period (normally 14 days)

APEX FOUNDATION LIMITED

They are unwell and/or are showing symptoms of COVID -19 and have not tested negative or those test results are not yet available. Symptoms include fever, cough, sore throat, tiredness or shortage of breath.

6. Any breach or non-compliance with any COVID-19 requirements may lead to a direction being issued to you and/or your guests to immediately leave the premises. If such a direction is issued you must comply with it.

7. By signing this form you agree to the above conditions and you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your family or your guests may be exposed to or affected by COVID-19 by attending the APEX CHALET, and that such exposure or infection may result in personal injury, permanent disability or death. You further understand that the risk of becoming exposed or infected by COVID-19 at the APEX CHALET may result from the actions, omissions or negligence of yourselves or others including but not limited to APEX CHALET employees and volunteers.

8. You voluntarily agree to assume all of the foregoing risks and to accept the sole responsibility for any injury to you, any of your family or guests which may experience or incur in connection with attendance at the APEX CHALET. You hereby release, discharge and hold harmless the Apex Foundation, its employees, agents and representatives of and from any claims including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any claims based on acts or negligence of the APEX CHALET, its employees, agents or representatives whether the COVID-19 infection occurs before, during or after your attendance at the APEX CHALET premises

9. You further agree that if you, any members of your family or guests display any flu like symptoms then you must immediately notify the Apex Foundation.

10. In addition to the existing requirement to clean the APEX CHALET, prior to your departure you must clean all kitchen, dining room, bathroom and laundry surfaces with a household detergent followed by disinfectant /or disinfectant wipes. These items should be brought with you. On request, a cleaning pack can be provided by the caretaker at a cost of \$50. Failure to undertake this Covid-19 clean may result in forfeiture of your holding deposit.

This Waiver of Liability is to be prepared, signed, dated and returned by email to eo@apexfoundation.org.au prior to, but no earlier than 14 days before, occupation otherwise access will be denied.

.....
Signed by Principal Applicant

.....
Dated

.....
Print name

.....
Organisation