

Mawabu Ski Lodge – COVID-19 Waiver of Liability

1. Mawabu Ski Club has put in place a number of preventative measures to reduce the spread of COVID-19. However, the Club cannot guarantee that you, your guests or anyone else will not become infected with COVID-19. Further attending Mawabu Ski Lodge could increase your risk of contracting COVID-19.
2. The Club has adopted the *World Health Organisation Interim Guide and Operation Considerations for COVID-19 Management in the Accommodation Sector (August 2020)*. The Club has also adopted the Mawabu Covid-19 Safety Plan which incorporates the Mawabu Vaccination Policy. You must familiarise and comply with these guidelines and policies and ensure that your guests do the same. A copy of the guidelines are available from the Lodge Manager but you can also familiarise yourself with those requirements at <https://www.who.int/publications/i/item/operational-considerations-for-covid-19-management-in-the-accommodation-sector-interim-guidance>.
3. You agree and represent that you are in compliance with, and will continue to comply with, all Federal and NSW State (and any applicable other state or territory) Government laws, health orders, rules, regulations and guidelines related to COVID-19. You also agree that you will comply with the Mawabu Covid-19 Safety Plan incorporating the Mawabu Vaccination Policy and any reasonable direction from the Lodge Manager and that you will adhere to social distancing requirements and guidelines including the requirement to remain at a distance of 1.5 metres from any other individual.
4. You are also responsible for ensuring that all your guests comply with all Federal and NSW State (and any applicable other state or territory) Government laws, health orders, rules, regulations and guidelines related to COVID-19. You also agree that you will ensure that all your guests comply with the Mawabu Covid-19 Safety Plan incorporating the Mawabu Vaccination Policy and any reasonable direction from the Lodge Manager and that they adhere to social distancing requirements and guidelines including the requirement to remain at a distance of 1.5 metres from any other individual.
5. Any breach or non-compliance with any COVID-19 requirements may lead to a direction being issued to you and/or your guests by the Lodge Manager to immediately leave the premises. If such a direction is issued you must comply with it.
6. By signing this form, you agree to the above conditions and you also acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you or your guests may be exposed to or infected by COVID-19 by attending Mawabu Ski Lodge and that such exposure or infection may result in personal injury, illness, permanent disability or death. You further understand that the risk of becoming exposed to or infected by COVID-19 at Mawabu Ski Lodge may result from the actions, omissions or negligence of yourself or others including but not limited to Club employees and volunteers.
7. You voluntarily agree to assume all of the foregoing risks and to accept the sole responsibility for any injury to you or any of your guests which you or they may experience or incur in connection with attendance at Mawabu Ski Lodge. You hereby release, discharge and hold harmless the Club, its employees, agents and representatives 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, omissions or negligence of the Club, its employees, agents and representatives whether the COVID-19 infection occurs before, during or after your attendance at Mawabu Ski Lodge.
8. Within 48 hours prior to your proposed stay at Mawabu Ski Lodge you agree that you will undertake a COVID-19 polymerase chain reaction (PCR) test or rapid antigen test (RAT) and notify the Lodge Booking Manager of any positive result or if you otherwise display any

COVID-19 or flu like symptoms so that any options regarding your stay at Mawabu Ski Lodge may be discussed prior to your arrival.

9. You further agree that if you or any of your guests undertake a positive PCR test or RAT or otherwise display any COVID-19 or flu like symptoms while staying at Mawabu Ski Lodge then you must immediately notify the Lodge Manager and abide by any reasonable direction given by the Lodge Manager including vacating Mawabu Ski Lodge if required.
10. By signing this waiver, you acknowledge that you have read the above waiver of liability and the Mawabu Ski Club cancellation policy and you agree to their terms. You declare that you have been double vaccinated against COVID-19, or have a properly authorised exemption from vaccination, and you agree to provide the Club with evidence of your vaccination status if required during your stay at Mawabu Ski Lodge. You also warrant that your usual place of residence is as provided below.

Please note: All adults staying at Mawabu Ski Lodge are required to complete the details of their name, address and mobile telephone number before signing and returning this COVID-19 Waiver of Liability together with satisfactory proof of double vaccination or exemption from vaccination before arrival at Mawabu Ski Lodge.

Dated

Signed

Print name

Address

Mobile telephone number