

WAIVER OF LIABILITY COVID-19 2020

(as at July 2020, reviewed monthly in accordance with current restrictions)



1. The Berghutte Ski Club Limited ("the 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 the Club could increase your risk of contracting COVID-19.
2. The Club has adopted the World Health Organisation's [Operation Considerations for COVID-19 management in the accommodation sector: interim guidance](https://apps.who.int/iris/handle/10665/331638). You must familiarise and comply with those guidelines and ensure your guests do the same. You must also comply with any direction from the Board of Directors, the Lodge Manager or their Delegates. A copy of the guidelines are available from the Lodge Manager but you can also familiarise yourself with those requirements at <https://apps.who.int/iris/handle/10665/331638>.
3. You must also comply with all New South Wales Government physical / social distancing requirements and public health orders, 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 COVID-19 requirements.
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 infectious 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 the Club 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 or infected by COVID-19 at the Club may result from the actions, omissions or negligence of yourself or others including but not limited to Club employees, volunteers, members and guests.
7. You voluntarily agree to assume all of the foregoing risks and to accept the sole responsibility for any illness or injury to you or any of your guests which may experience or incur in connection with attendance at the Club's premises. You hereby release, discharge and hold harmless the Club, 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, omissions or negligence of the Club, its employees, agents and representatives whether the COVID-19 infection occurs before, during or after your attendance at the Club.
8. You agree that you or your guests are not able to be accommodated at the Lodge if they:
 - 8.1 Have even the mildest symptoms of COVID-19 or any infectious illness, such as cold, influenza or gastrointestinal symptoms; and / or
 - 8.2 Have been in contact with a person either suspected or confirmed with COVID-19 or other infectious illness during the past 14 days; and /or
 - 8.3 Reside or have travelled to any federal or state or local government declared hot spot during the past 14 days; and / or
 - 8.4 Have been in contact with a government identified cluster of infections including a school or day care.
9. You accept that if you or any party of your booking meet any of the criteria defined in the paragraph above:
 - 9.1 Prior to your stay, you will not travel to the Lodge and your booking will be cancelled and a credit or refund provided.
 - 9.2 During your stay, you will immediately vacate the Lodge and not return until you provide evidence of medical clearance at your own expense (eg letter from your medical practitioner). A credit or refund will be provided for the balance of your booking from the next day until the end date of your booking.

10. You accept you are responsible for you and your guests adhering to the requirements of:
- 10.1 This Waiver of Liability COVID-19 2020
 - 10.2 Terms and Conditions of Booking; and
 - 10.3 Berghutte Booking Accommodation Rules and By-Laws; and
 - 10.4 Berghutte COVID-19 Safety Plan; and
 - 10.5 NSW Government Public Health Orders and

You further accept that if you or your guests breach the requirements of these and any other other laws, regulations and rules related to the safe operation of the Lodge which results in a fine, fee or penalty, you will be liable for your own costs and you agree that Berghutte may seek reimbursement from you for any costs incurred by Berghutte as the result of your behaviour and conduct.

11. You accept that the Lodge Managers and the Board of Directors reserve the right to ask you to leave the Lodge for any reason should we consider that it is not in the best interest of the Berghütte Ski Club. Your remaining accommodation services are non-refundable unless they relate to the COVID-19 infection prevention and control measures outlined in the Terms and Conditions of Booking.

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Signed

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Dated

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Print name