

HAMILTON ISLAND

GOLF BUGGY TOUR AGREEMENT (DENT ISLAND)

Agreement - general waiver, indemnity, and limitation of liability

Please read this agreement carefully. It is a legally binding document. It affects your legal rights and contains releases of liability and a waiver of your legal rights.

In consideration of Hamilton Island Enterprises Limited ACN 009 946 909 and its related entities and subsidiaries ('Provider') allowing the below named Participant to take part in the activity known as the Buggy Tour on Dent Island, the Participant acknowledges and agrees that they are bound by the following terms.

Drivers

Only the Participant and any other nominated drivers who have additionally signed an agreement in these terms naming them as a Participant are allowed to drive the golf buggy.

To be eligible as a driver, the Participant and any other nominated drivers must:

- a. be at least 18 years of age;
- b. present a valid Australian driver's licence OR international drivers' licence OR a valid foreign driver's licence with an English translation;
- c. hold a minimum of a provisional licence ('P' plates must be displayed when driving); and
- d. complete the safety briefing and acknowledge their understanding prior to receipt of the golf buggy.

The Participant agrees to be responsible for the safe operation of the buggy and assume all risks associated with the operation of the golf buggy.

The participant authorises the Provider to take, use and copy photographs and films of the participant on the Buggy Tour without objection or charge including commercial use thereof. The participant may notify the Provider if this authorisation is not provided.

Safe operation of the golf buggy

The Participant and occupants of the golf buggy are using the golf buggy at their own risk. It is the driver's responsibility to ensure all occupants are aware of and comply with the safety requirements of using the buggy. The Participant and all occupants must:

- a. Obey all Queensland Road Rules available at <https://www.qld.gov.au/transport/safety/rules/road> as the buggies are conditionally registered vehicles under law
- b. Obey directions from the Provider's personnel, Island Security and the Queensland Police Service ('QPS')
- c. Operate the buggy in a safe manner, comply with signage and take into account road and weather conditions
- d. Always wear individual seatbelts
- e. Not drive under the influence of alcohol and Queensland Road Rules apply in relation to alcohol limits and breath testing may be performed
- f. Not have open alcohol in the buggy and no BYO alcohol is permitted
- g. Not use mobile phones while driving
- i. Not operate the golf buggy in neutral gear
- j. Not overload the buggy (2 people per bench seat) and the maximum payload of the buggy (available upon request as payload varies by style and make of the buggy)
- l. Review and comply with the Hamilton Island and Dent Island Rules and Regulations available at <https://www.hamiltonisland.com.au/community-and-development/policies-forms>
- m. Not leave valuables or property in the golf buggy unattended
- n. Accept responsibility for the care of the buggy and agrees to pay for any damage to the buggy
- o. The speed limit is 16km/h. Deliberate excessive speed or reckless driving will result in the Buggy Tour being terminated.

Enforcement: Compliance with these requirements is monitored and enforced by Island Security and the QPS. Penalties for breach include but are not limited to refusal of provision of a golf buggy, refusal of acceptance of a driver; confiscation of the golf buggy, removal of right of a Participant to drive, remote locking of the golf buggy and/or may be reported to the QPS. The Provider reserves the right to take such enforcement actions for breach of these terms or in the interests of safety with no refunds.

The Participant's golf buggy may be fitted with a tracking device and may be remotely monitored on a regular basis.

Minors: The Participant and occupants of the golf buggy travelling with minors must:

- a. Ensure minors are secured in appropriate seatbelts
- b. Be responsible for ensuring minors are behaving safely on or around the golf buggy.
- c. Not permit minors to sit on laps or touch the steering wheel, pedals or controls.
- d. No passengers less than five (5) years old are permitted on the Golf Course. It is recommended younger minors are seated in the front of the golf buggy.

Where the Participant can and cannot drive or park the golf buggy

The Participant must follow the directions of the Buggy Tour leader and the Provider's personnel and must drive on the path. Any unsafe activity will terminate the Buggy Tour with no refund. The activity is subject to weather conditions and availability and schedules may vary.

Breakdowns

If you experience any problem with the operation of the golf buggy, you must stop driving (as soon as safely practicable), park the golf buggy and notify the Buggy Tour leader as soon as possible.

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Accidents

All accidents must be reported. Notify the Buggy Tour Leader as soon as practicable. Call 000 immediately if medical assistance is needed and/or then contact Island Security via Switch on +61 7 4946 9999. Failure to report an accident and/or leaving the site of an accident is a breach of the Road Rules and the Hamilton Island and Dent Island Rules and Regulations. All golf buggies that have been involved in an accident need to be reviewed/inspected by an authorised person before continuing to operate to ensure they are safe to use.

Damage

- a. The Participant should obtain appropriate insurance, such as travel insurance, at their discretion.
- b. The Participant assumes full responsibility for all and any liabilities, damages, losses, or costs arising directly or indirectly from the hire, operation or use of the golf buggy by the Participant or caused to the golf buggy, including but not limited to any injury to any person (including the Participant, nominated driver, occupant or a third party), damage to Provider's property or damage to any property.
- c. If there is more than one Participant, any liability imposed by this Agreement shall bind them jointly and each of them severally.
- d. Participants are responsible for their own personal property during play including their gold clubs and bags. Please check that your personal property is secure.

Returning the golf buggy

The Participant must return the golf buggy to the Provider in the same condition and state as the golf buggy was in at the commencement of the Buggy Tour, fair wear and tear excepted.

Consumer Law

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Participant are excluded under this agreement.

Nothing contained in this agreement excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits the Provider to limit its liability, then the Provider's liability is limited to:

- In the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- In the case of goods, replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods.

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General Terms and Conditions

- The Participant acknowledges and agrees that:
 - they enter into this agreement and hire, use and operate the golf buggy entirely at their own risk;
 - the hiring, use and operation of a golf buggy involves obvious and inherent risks to the Participant, occupants or people in their care or control, and third parties, including a significant degree of physical risk, including the risk of personal injury or death;
 - they are undertaking the activity of hiring, using or operating the golf buggy freely, voluntarily and at their own risk with full appreciation of the nature and the extent of all risks and requirements involved with the activity;
 - the operation of the golf buggy has either been explained to them orally or they have been provided to them in writing
 - they have understood safety instructions;
 - they do not have any pre-existing medical conditions or injuries which might affect their ability to safely use or operate the golf buggy, and they shall notify the Provider of any such medical conditions or injuries should they arise during the hire period;
 - at the time of signing this agreement and while using or operating the golf buggy, the Participant will not be under the influence of or affected by, alcohol, medications or drugs (whether legal or illegal) that may adversely impact the Participant's use or operation of the golf buggy;
 - the Provider has an unfettered right to end the Participant's hire, use or operation of the golf buggy if the Provider considers in its absolute discretion that the Participant has or may act in a way which is unsafe or reckless.
- To the extent permitted by the law, the Participant agrees to release, indemnify and hold harmless, the Provider and its current and former officers, Associates, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from the Participant's hire, use or operation of the golf buggy except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was directly caused by, attributable to or resulted from the Provider's negligence or wrongful act/omission.
- To the extent permitted by law the aggregate of the Provider's liability to the Participant is limited to an amount not exceeding the amount paid by the Participant for the hire of the golf buggy.
- Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
- All of the clauses in this agreement are to be construed individually and should any one of these clauses or parts thereof become invalid or unenforceable or be otherwise severed from this agreement, the remaining clauses shall remain valid and enforceable and such clauses will be determinative of the liability of the Participant, the Provider and its Associates (except to the extent any statute may provide otherwise) relating to the Participant's participation in the activity.
- In this agreement: 'Associates' means any associated or related entity of the Provider, or any employee, servant, agent, director, volunteer, or officer of the Provider or an associated or related entity of the Provider.
- The terms and conditions may be executed in any number of counterparts and where the parties sign by electronic means, the parties agree that they have each consented to the agreed method of execution and may not subsequently challenge this method.
- At various times the Provider may collect personal information about the Participant and/or persons accompanying the Participant during their stay at Hamilton Island. The Provider handles all personal information in accordance with its privacy policy and applicable privacy laws. The Hamilton Island Privacy Policy is available at <https://www.hamiltonisland.com.au/privacy-policy> for the Participant's review.

Declaration and signature

By signing this agreement the Participant acknowledges that:

- They are bound by the terms and the Hamilton Island Privacy Policy;
- Participation in the activity may cause them to suffer personal injury or death;
- To the best of their knowledge, the provided information is true and accurate;
- They have participated in the safety demonstration and acknowledge that they understand all safety and operational requirements and their responsibilities; and
- They have read and understood the Hamilton Island and Dent Island Rules and Regulations and Special Circumstances Permit.

Signature of Driver:	Date:	
Name of Driver:	Date of Birth:	
Address of Driver:	Telephone No:	
Licence No:	Expiry Date:	State/Country: