

THE HOSTEL AIRLIE BEACH – WAIVER & INDEMNITY

DATE:

The Hostel Airlie Beach Pty Ltd ABN 77 670 240 276 (the *Hostel*)

Parent / Guardian (the *Guardian*)

Print Name: \_\_\_\_\_

Under 18 (*full name, DOB & address of all guests under 18*) \_\_\_\_\_

1. *Before signing this Waiver, the Guardian:*

- acknowledges that The Hostel is solely an accommodation provider of budget accommodation for travellers (“Accommodation”) and does not provide supervision for guests under 18 years of age.
- has read the materials provided by The Hostel describing their rules and policies of staying in the accommodation, including the Guest Conduct Policy and Under 18’s Policy and agrees to abide by them and by the local laws.
- agrees to take responsibility for and irrevocably indemnifies The Hostel in relation to any liability, claim, loss, demands or actions (including costs on a full indemnity basis) relating to the Under 18, in any way, including by any third party as a consequence of any act or omission of the Guardian and or the Under 18. This includes but is not limited to accidents or illness, disease, accidents or crime.
- has taken the opportunity to ask any questions they may have about The Hostel, and the responsibilities and risks involved of the Under 18 using the Accommodation (under direct supervision of the Guardian), and has willingly and freely assumed any and all risks associated with the Accommodation for the Under 18.
- promises to The Hostel that they are the parent or guardian of the Under 18, or have provided to The Hostel written authority from the parent or guardian of the Under 18 prior to signing this waiver, to act as guardian for the Under 18 while staying at the Accommodation.
- assumes full financial responsibility for, and releases The Hostel from any and all liabilities resulting from providing the Accommodation to the Guardian and the Under 18 at The Hostel.
- Acknowledges that The Hostel may cancel the Accommodation without prior notice or obligation to the Guardian, at the sole discretion of the Hostel, due to any behaviours of actions of the Guardian or the Under 18, and the Guardian acknowledges and accepts that where this occurs, they will immediately vacate the Accommodation. If the Accommodation is cancelled, the Guardian agrees that they will not be entitled to a refund, and if a refund is offered it is at the sole discretion of The Hostel.

2. *Modification.* This Waiver shall not be modified except by another agreement in writing signed by the Guardian and The Hostel.

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

4. *No Merger.* the obligations of the Guardian are continuing and may be relied upon at any time by The Hostel.

5. *Severance.* In the event that any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the validity or unenforceability shall not affect the validity or enforceability of the provision to the other persons or circumstances, and the provisions shall remain in full force and effect.

6. *Agreement:* the Guardian acknowledges that prior to signing this Waiver, he or she has read this Waiver, has had the opportunity to seek legal advice about the effect of the Waiver prior to signing, has full understanding and voluntarily accepts its terms and conditions, and executes it with the understanding that The Hostel shall rely on the statements and warranties this Waiver contains.

Signature of Guardian \_\_\_\_\_ Date: \_\_\_\_\_