

WAIVER AND INDEMNITY DEED

The adventure activities you elect to participate in ("Vertigo Activity") are operated by **2 Australia Pty Ltd** (36 153 353 550) as part of a venture with **Brisbane Powerhouse Pty Ltd** (18 091 551 290). Before participating in any Vertigo Activity, you must read this deed and indicate your agreement to the matters set out in this deed by signing it (and the electronic version of this deed may be signed by clicking "I accept") in the presence of a witness where indicated below. In consideration for 2 Australia Pty Ltd allowing you to participate in the Vertigo Activity, you agree to the matters set out in this deed and to provide feedback on the Vertigo Activity upon request by 2 Australia Pty Ltd. If you do not agree with any of the matters set out in this deed, you must not participate in the Vertigo Activity.

Once signed by you, this deed applies to all Vertigo Activities you participate in at any time during your session.

Participant name (the "**Participant**"):

Date of birth:/...../..... Phone number:.....

By signing this deed, I agree the following:

1. I confirm that I am over the age of 18 years. If the Participant is under the age of 18 years, I confirm that I am the legal parent or guardian of the Participant and I am signing this deed on behalf of the Participant (and where the context permits, any reference in this deed to "I", "me" or "my" refers to the Participant (except in this section 1 and section 6(b) below)).
2. I am not under the influence of any drugs or adversely affected by any medication, and I consider that my health and ability are sufficient to enable me to safely participate in the Vertigo Activity. I have made 2 Australia Pty Ltd aware of any current or previous medical condition that I have that may in any way affect or limit my ability to participate in the Vertigo Activity.
3. I agree Vertigo employees will breathalyse me and every participant over the age of 18 years. I must produce a reading of 0.00% Blood Alcohol Limit in order to legally participate in the full Vertigo Activity experience and to be entitled to have one standard alcoholic drink while seated on the rooftop. If my reading is above 0.00% but below 0.05%, I understand I will not be permitted to have an alcoholic drink whilst on the rooftop. I understand that if I am unable to produce a reading under 0.05% then I will be unable to participate in any aspect of the Vertigo Activity and I will not receive a refund on my reservation.
4. The Vertigo Activity is an activity which involves a significant degree of risk of physical harm and involves obvious and inherent risks and 2 Australia Pty Ltd therefore cannot guarantee my health and safety. These risks include the risk of physical injury or death, the inducement of medical conditions (such as vertigo and asthma), mental harm or distress, and damage to my property. I acknowledge that my health, ability and conduct will affect such risks.
5. I will use all safety equipment and abide by the rules and directions of 2 Australia Pty Ltd regarding the Vertigo Activity. I agree that any photographs or images in which I am featured, that have been taken by 2 Australia Pty Ltd or Brisbane Powerhouse Pty Ltd, are permitted to be used online by 2 Australia Pty Ltd and/or Brisbane Powerhouse Pty Ltd.

6. Subject to section 7:

- a. to the extent the Vertigo Activity is a “recreational activity”, or a “recreational service” or the like under any applicable law, 2 Australia Pty Ltd and Brisbane Powerhouse Pty Ltd (and their respective directors, employees, agents, contractors, associates and assignees) (the “**Relevant Persons**”) exclude all: (i) liability under any applicable statutory guarantees; and (ii) express or implied contractual warranties and conditions to the maximum extent permitted by law, including without limitation that the Vertigo Activity will be provided with reasonable care and skill;
 - b. I absolutely, unconditionally and irrevocably release and indemnify the Relevant Persons from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses suffered or incurred by the Relevant Persons arising out of or in connection with my or (where I am not the Participant) the Participant’s participation in the Vertigo Activity;
 - c. the Relevant Persons will not be liable for any costs, losses, damages and expenses that may be suffered or incurred in connection with my participation in the Vertigo Activity; and
 - d. this deed may be pleaded by any of the Relevant Persons as a bar to any actions, proceedings, claims, demands arising out of or in connection with my participation in the Vertigo Activity.
7. Nothing in section 6 limits or excludes the liability of the Relevant Persons for any costs, losses, damages or expenses to the extent arising as a result of the fraudulent or reckless conduct of the Relevant Persons, nor any liability of the Relevant Persons that cannot be excluded under applicable law.
8. This deed is governed by the laws of Queensland, and I irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia. Any provision of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected. To the extent that any covenant in this deed is for the benefit of a person or body corporate which is not a party to this deed, this deed shall have effect as a deed poll in favour of that person or body corporate.

EXECUTED AS A DEED POLL

Signed sealed and delivered in the presence of:

Signature of witness

Signature of Participant or legal parent or guardian
if Participant is **under the age of 18**

Name of witness (print)

Name of Participant or legal parent or guardian
if Participant is **under the age of 18 (print)**

Dated

Dated