MONTESSORI TOURS AND TRAVEL
TOUR OPERATOR CONTRACT & LIABILITY WAIVER

CONTRACT

TOUR ONE - *18 October to 26 October 2025 (8 nights)*

This Agreement is entered into between MT&T Pty Ltd (ACN 684 362 829) doing business as Montessori Tours and Travel ("MT&T") located at 82 Gull Street in Longreach, Queensland 4730 Australia as the Tour Operator and the Undersigned as the Client.
The attached Liability Waiver is incorporated into this Agreement.

PAYMENT TERMS

- **Deposit**: Client shall pay a non-refundable deposit of 30% of the total cost upon booking. The deposit is non-refundable and non-transferable.
- **Remaining Payment** is due on 30 June 2025.
    - Timely payment is critical as this payment is used to pre-book reservations for in-country tours, experiences, accommodations, etc.
- Booking within sixty days of the departure date requires 100% payment due upon booking.
- Any amounts paid to Montessori Tours and Travel (whether a deposit or remaining payment) is non-refundable and non-transferable.
- All prices are listed in United States Dollars (USD) unless otherwise indicated.
- All payments to MT&T must be made through the payment details provided. Please contact Roelie Hartwig for payment assistance and/or questions.

For this *specific* trip:

- The total per-person cost is USD 3730.
- The 30% deposit is therefore USD 1119. Payment of this amount is due at time of Booking / Registration.
- The remaining payment will be USD 2611. This payment is due 30 June 2025.

SERVICES PROVIDED:

The following items are included in the stated price of this trip:

- Consultation with Roelie Hartwig as desired by the Client in advance of this Trip;
- Hotel / place of accommodation stays each night of the trip;
- Breakfast each morning at the hotel / place of accommodation;
- Meals as listed in the Itinerary;
- Group ground transportation to and from each location listed on the Itinerary.
- Escort by Roelie Hartwig from the hotel/place of accommodation to each location listed on the Itinerary, guide through the locations and experiences, and return escort to the hotel / place of accommodation;
- Assistance in-country provided by Roelie Hartwig for any concerns, emergencies, and/or change of plans as may be necessary.

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The following items are not included in the stated price of this trip:

- International flights except those to and from Colombo, Sri Lanka;
- Visa fees;
- Arrival or departure taxes;
- Travel insurance;
- Telephone calls, room service (if applicable), and any charges to the room other than for the accommodation itself, personal items, etc.;
- Meals not listed in the Itinerary;
- Tips for tour guides as well as for drivers.
    - Much of their income comes from tips so tipping is encouraged and appreciated!

CANCELLATION POLICY

- **By Client**:
    - Any amounts paid by the Client are non-refundable.
    - If the trip is cancelled before 30 June 2025, then the remaining payment is not owed.
    - If the trip is cancelled after 30 June 2025 then the Client is responsible for 50% of the total cost of the trip.
        - This amount is essential because of Montessori Tours and Travel's work involved in coordinating and booking all accommodation and excursions, payments to third-party companies, transportation, and related expenditures.
    - Cancellations are only effective when sent to 'montessoritoursandtravel@gmail.com'.

- **By Operator**:
    - Montessori Tours and Travel may, where circumstances outside of its control affect this trip (such as flood, fire, act of God, war or threat of war, physical unrest, riots, civil disturbances, terrorist activities (threatened or actual), strikes, port or airport closure, technical problems with transport, alteration or cancellation of scheduled travel services) cancel scheduled travel arrangements at any time.
    - In the event that the operator must cancel or alter a trip for any reason;:
        - Montessori Tours and Travel will offer the Client alternative travel arrangements as close to the original trip as possible;
        - In the alternative, the operator will provide a prompt refund or partial refund of the affected portion of the trip.

INDEMNITY & LIABILITY

- **Indemnification**: Client agrees to indemnify and hold Operator harmless from any claims, damages, or liabilities arising from Client's actions.
- **Limitation of Liability**: Operator is not liable for injuries, delays, or losses caused by third-party service providers, natural disasters, or Client's negligence.
- **Force Majeure**: Operator is not responsible for cancellations or changes due to events beyond its control, including but not limited to acts of God, political unrest, or pandemics.

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MT&T makes no representation regarding the Client's experience in any tour, activity, excursion, meal, accommodation, guide, or travel. MT&T will make best efforts to provide the Client with a positive, unforgettable experience, however, delays, changes in plans/itineraries, or some degree of disappointment due to circumstances beyond MT&T's control must be expected. By participating in these Activities, the Client agrees not to sue MT&T or the Released Parties under any legal theory related to unmet expectations concerning any aspect of this trip.

TRAVEL INSURANCE

Client must obtain comprehensive travel insurance before this trip commences. That insurance must cover: medical expenses, emergency medical transport and repatriation, remote area evacuation, and travel cancellation and interruption of travel. Client is solely responsible for obtaining adequate travel insurance covering trip cancellations, medical emergencies, and other related risks. Proof of insurance must be provided to MT&T prior to departure.

DISPUTE RESOLUTION

The validity, enforcement, construction, and interpretation of this agreement shall be governed by the laws of Queensland, Australia. Any action or proceeding arising in connection with this agreement and/or with the undersigned's participation in any Activity with MT&T or against MT&T or any of the Released Parties in any respect, can only be brought in Queensland, Australia. All parties to this agreement waive any objection to the jurisdiction of these courts whether based on convenience or otherwise.

MISCELLANEOUS

Client acknowledges that, in the event of the need for provision of urgent medical treatment by any Montessori Tours and Travel representative (or third-party partner), such treatment shall be provided and the Client consents to this. The Customer further acknowledges that Montessori Tours and Travel personnel have not received formal medical training of any kind. The Client hereby releases and forever indemnifies Montessori Tours and Travel and the Released Parties for all actions, suits, claims, and demands whatsoever stemming from any medical care provided.

Client understands that this trip involves walking, climbing stairs, and ambulating in and out of ground transportation. Client represents that they are physically able to participate in this trip.

Except as specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, specification or performance of product or service provided by a Released Party, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

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This Agreement constitutes the full understanding between the parties and supersedes all prior agreements. If any provision or part-provision of this Release is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. By signing this release, I acknowledge that I understand its contents and that this release cannot be orally modified. I voluntarily agree to the terms and conditions stated above.

Signature: _____

Printed Name: _____

Date: _____

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LIABILITY WAIVER

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

I enter into this release and waiver of liability in connection with any guided tour of historical sites, museum visits, cultural workshops, walking tours, excursions, meals, overnight stays, hikes, sightseeing outings, and/or any other activity (collectively, the "Activity" or "Activities") with Montessori Tours and Travel ("MT&T"), its employees/agents and/or MT&T's partners. I agree to the following:

I have been informed and I am aware that adventure travel and travel in general can be dangerous and that these Activities carry inherent risks. I alone assume all risks associated with being on, entering, or exiting any premises operated by MT&T or any property partnering with MT&T during my trip. Those risks include but are not limited to the following:

HAZARDS: Slipping or tripping; falling; overexertion; dehydration; adverse reaction to heat, humidity, or other extreme temperatures; **negligent training, instruction, or hiring**; from miscarriage or other pregnancy related complications; injury/illness/death from any domesticated or wild animal including, but not limited to dogs, wild cats, horses, goats, bees, elephants, snakes, and insects; of traveling by any form of vehicle, hazards of water activities including swimming; from allegedly negligent cleaning and/or building/facility maintenance; from participating in any social event; from equipment (including but not limited to the sudden, unforeseen malfunctioning of any equipment); from transportation to and from the airport, any excursion, meal or event; from watercrafts, bicycles, and other recreational vehicles rented or provided by MT&T or its partners; from aggravation of a pre-existing injury; from theft and related crime; from a negative reaction / food poisoning; from other individuals on this tour/excursion; from lack of access to medical care, appropriate medical facilities or the internet; from extreme weather conditions, religious disturbances, civil and government disturbances, physical exertion for which I may not be prepared, and the lack of evacuation possibilities should I be injured, incapacitated or disabled; from any interaction with a MT&T staff member; from an allergic or chemical reaction to any agent and/or cleaner; or from the contraction of any illness, disease, condition, or infection from a MT&T premises or property provided by or recommended by MT&T or allegedly, our staff or other participants. I acknowledge that these injuries could be psychological, emotional, or physical and that they could be minor or significant (including death).

The Undersigned must notify MT&T in writing of any allergies, illnesses or incapacities, partial or otherwise, which are relevant to the intended travel, provision of accommodation, and meals. The Undersigned acknowledges that they are solely responsible to obtain any passport, visa and / or other travel document required for the intended travel.

I have been informed and assume all risks associated with animal encounters (including large cats, crocodile, snakes, and other reptiles) that are a part of some MT&T trips. These encounters can be dangerous and can result in serious illness, injuries, pain and in some instances death. I understand that roads may be impassable due to flooding or other causes or that landing at a particular airstrip could be impossible at night which could cause delays in seeking medical treatment and/or travel interruption.

I agree not to hold MT&T, its employees/agents, any of its partnering tour/excursion companies, any associated hotels, inns, or accommodations, or Roelie Hartwig (i.e. the "Released Parties") liable in any respect for negligence stemming from any injury or death arising from or related to any of the aforementioned Activities or risks enumerated in this agreement of which I have explicitly been made aware and for which I have assumed sole legal responsibility.

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I understand that tour groups are frequently targeted by thieves. I accept that those risks are inherent to this Activity and agree that the Released Parties are not legally responsible for having prevented any theft by a third-party.

By agreeing to these terms, the Undersigned understand that they have no cause of action under the Competition and Consumer Act / Australian Consumer Law (and any related Australian consumer law) against the Released Parties under the theory of negligence concerning the "consumer guarantees" including but not limited to that services will be provided "with due care and skill" (those consumer guarantees are specifically excluded here).The Undersigned acknowledge that the service provided by MT&T is a "recreation service" as that term is commonly understood and is defined under Australian law.

I understand that the Released Parties are not responsible for any loss of personal property. I understand these excursions involve travel to remote parts of the world and that telecommunications may be difficult or impossible at times. I further understand that by participating in these Activities that I am consenting to be depicted in photographs and video for marketing purposes.

Some of the Activities will be in remote locations with little or no medical support. Hospitals and emergency facilities can be hours away. The available medical facilities may not have the medical tools, skills, personnel or hygiene standards common in other parts of the world. I understand and consent to MT&T staff, agents, and partnering entities providing first aid appropriate to the remoteness of the area and the nature of my ailment to the best of their ability. I agree not to hold them or any of the Released Parties liable/responsible in any respect for negligence stemming from their attempted care. I understand that my excursion will not be staffed by someone with any formal medical training.

The Undersigned acknowledges that regardless of whether they attend this trip with MT&T or if they depart early for any reason, they have no cause of action (whether under theories of breach of contract, unjust enrichment, or otherwise) against the Released Parties for a refund.

MT&T will not accept my participation in any Activity if I do not have suitable or sufficient travel insurance to cover such events as illness, remote area evacuation, medical emergency coverage etc. **I hereby state that I have obtained sufficient travel insurance** to cover the above, bearing in the mind the destination and associated risk/instability in the area (if appropriate). MT&T is not responsible for any costs associated with medical, hospital, doctor, rescue, evacuation, or associated transportation for my medical care as long as requesting that care was reasonable under the circumstances. I further agree that if I am injured or become ill, MT&T may, at my cost, arrange or supply medical treatment, evacuation or any other emergency services on my behalf as is necessary or appropriate for my safety and wellbeing.

The Released Parties have not and cannot make any representations regarding the weather, the quality of any meal, accommodation, guide, travel, or other Activity. MT&T will make best efforts to provide the Undersigned with a positive, unforgettable experience, however, delays, changes in plans/itineraries, or some degree of disappointment due to circumstances beyond MT&T's control must be expected. By participating in these Activities, the Undersigned agrees not to sue the Released Parties under any legal theory related to unmet expectations concerning any aspect of this trip.

I agree that I will not have any illegal drugs, illegal flora/fauna or weapons on my person or in my possession on this trip.

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I agree to indemnify, defend, and hold harmless the Released Parties against any claims, liability, damages, defense costs (including attorneys' fees), and any other costs incurred in connection with claims for bodily injury, wrongful death, ransom, kidnapping, loss of consortium or property damage arising out of or otherwise related to my participation in these Activities. I agree that if I (on my own behalf or on behalf of another, including an estate) assert a claim (including a claim for negligence or wrongful death) against any of the Released Parties and/or otherwise breach my agreement not to sue any of the Released Parties, I will pay all reasonable fees (including attorneys' fees), costs, and expenses incurred by said Released Parties to defend (1) the claim; and (2) all other claims arising out of the same facts as the claim.

In consideration of my participation in MT&T's Activities, I understand and voluntarily accept these risks and agree to not hold the Released Parties liable for any injury or claim which arises from my participation in such Activities, events, the use of these facilities or from any risk or situation described in this document whether related to travel, excursions, adventure, culture, outdoor activities or not. Accordingly, I do hereby forever release and discharge the Released Parties from any and all claims or causes of action to the fullest extent allowable by law.

The validity, enforcement, construction, and interpretation of this agreement shall be governed by the laws of Queensland, Australia. Any action or proceeding arising in connection with this agreement and/or with the undersigned's participation in any Activity with MT&T or against MT&T or any of the Released Parties in any respect, can only be brought in Queensland, Australia. All parties to this agreement waive any objection to the jurisdiction of these courts whether based on convenience or otherwise.

If any provision or part-provision of this Release is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. By signing this release, I acknowledge that I understand its contents and that this release cannot be orally modified. I voluntarily agree to the terms and conditions stated above.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS LIABILITY RELEASE AND AGREE TO IT OF MY OWN FREE WILL WITHOUT RESERVATION.

Signature: _____

Printed Name: _____

Date: _____

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