GREECE RETREAT — PAROS, GREECE

POSITIVE ENERGY ADVENTURES & RETREATS PTY LIMITED

ACN 658 018 903

DATES 18–24 SEPTEMBER 2027

ACTIVITY WAIVER, RELEASE AND RISK ACKNOWLEDGMENT

Important Notice

This Waiver contains risk warnings and provisions affecting the Participant's legal rights.

Each Participant must personally read and sign this Waiver before participating in any swimming, hiking or other activity covered by it.

1. Activities Covered by this Waiver

This Waiver applies to the following activities organised or led by Positive Energy adventures & Retreats Pty Limited (**Company**) during the Paros Retreat (**Activities**):

1.1 Swimming and water activities

1.1.1 guided swimming in the sea, bay or other open water;

1.1.2 water-based wellness activities or ceremonies;

1.1.3 beach-based movement and wellness activities;

1.1.4 entering and leaving the water from the beach, shore, rocks or another access point; and

1.1.5 snorkelling or another water activity expressly included in the Retreat itinerary.

1.2 Hiking and walking

1.2.1 the Company-led guided hike or walk in Paros;

1.2.2 walking on tracks, paths, roads, cobblestones and natural terrain;

1.2.3 walking between activity locations and transport; and

1.2.4 reasonable changes to the planned route.

1.3 Other physical and wellness activities

1.3.1 yoga, Pilates, mobility, stretching and recovery;

1.3.2 boot camp and fitness activities;

1.3.3 fascia flow release;

1.3.4 breathwork;

1.3.5 meditation and mindfulness;

1.3.6 sound baths and sound-based experiences; and

1.3.7 any other physical or recreational activity expressly included in the Retreat itinerary.

1.4 Participation in each Activity is voluntary.

2. General Risk Warning

2.1 The Participant acknowledges that the Activities are recreational activities involving inherent and obvious risks that cannot be completely eliminated, even when reasonable care is taken.

2.2 The Activities may result in:

2.2.1 physical or psychological injury;

2.2.2 illness;

2.2.3 aggravation of a pre-existing condition;

2.2.4 permanent disability; or

2.2.5 death.

2.3 Medical, rescue and emergency services in Greece may differ from those available in Australia. Emergency assistance may be delayed because of location, access, weather, communications or the availability of personnel and equipment.

3. Swimming and Water Activity Risks

3.1 The Participant acknowledges that swimming and water activities may involve:

3.1.1 drowning or near-drowning;

3.1.2 a heart attack, stroke, seizure, fainting episode or other sudden health event in or near the water;

3.1.3 panic, anxiety, breathing difficulty or disorientation;

3.1.4 fatigue, exhaustion, cramp or reduced swimming ability;

3.1.5 waves, swell, currents, tides and changing water depth;

3.1.6 wind and changing weather or water conditions;

3.1.7 cold water, cold-water shock and hypothermia;

3.1.8 heat, dehydration and sun exposure;

3.1.9 slippery, sharp, unstable or submerged surfaces;

3.1.10 injury while entering or leaving the water;

3.1.11 collision with swimmers, vessels, rocks or equipment;

3.1.12 boat and watercraft traffic;

3.1.13 marine animals and plants, including jellyfish and sea urchins;

3.1.14 bites, stings, cuts, abrasions and allergic reactions;

3.1.15 reduced visibility and underwater hazards;

3.1.16 equipment failure or incorrect use of equipment;

3.1.17 separation from the group;

3.1.18 delayed first aid, rescue, medical treatment or evacuation;

3.1.19 serious injury; and

3.1.20 death.

3.2 Descriptions such as "gentle", "wellness", "calm" or "flat water" do not mean that the water activity is risk-free or that conditions are guaranteed.

4. Water Safety Arrangements

4.1 The Participant understands and acknowledges that:

4.1.1 the swimming activities take place outside Australia;

4.1.2 a dedicated lifeguard or marine rescue service may not be present;

4.1.3 a rescue or support vessel may not be available;

4.1.4 a paddleboard, flotation device or other rescue apparatus may not be available;

4.1.5 an automated external defibrillator or emergency oxygen may not be immediately available;

4.1.6 the Company does not guarantee that a lifeguard, support craft or particular item of rescue equipment will be available; and

4.1.7 the presence of the Company's facilitators, another strong swimmer, a nearby beach club or another person does not guarantee immediate rescue or medical assistance.

4.2 The Company may relocate, shorten, vary, postpone or cancel a water activity because of weather, sea conditions, participant ability, safety concerns or the availability of personnel or equipment.

5. Swimming Competency Declaration

5.1 The Participant confirms that they:

5.1.1 are a competent swimmer for the proposed water activities;

5.1.2 can swim at least [insert distance] metres continuously without physical assistance;

5.1.3 can float or tread water for at least [insert period] minutes;

5.1.4 are reasonably confident in water beyond standing depth;

5.1.5 can understand and follow safety instructions;

5.1.6 will not rely on a facilitator or another Participant to keep them afloat; and

5.1.7 have disclosed any condition or previous incident that may affect their ability to swim safely.

Can you swim the stated minimum distance without physical assistance?
Yes / No / Unsure

Can you float or tread water for the stated minimum period?
Yes / No / Unsure

Are you reasonably confident in water beyond standing depth?
Yes / No / Unsure

Have you previously swum in open water or the ocean?
Yes / No

If yes, briefly describe your experience:
[Details]

Have you previously experienced panic, distress, fainting, chest pain, disorientation or breathing difficulty while swimming?

Yes / No

If yes, provide details:
[Details]

5.2 The Participant understands that the Activities are not learn-to-swim lessons. Any swimming guidance or tips provided during the Retreat do not remove the requirement that the Participant already be a competent swimmer.

6. Hiking and Walking Risks

6.1 The Participant acknowledges that hiking and walking may involve:

6.1.1 uneven, rocky, loose, broken or slippery ground;

6.1.2 cobblestones, steps, potholes and irregular paths;

6.1.3 erosion, damaged paths, falling material and landslides;

6.1.4 slips, trips and falls;

6.1.5 sprains, strains, fractures, cuts and abrasions;

6.1.6 steep or exposed sections;

6.1.7 road crossings, vehicles, bicycles and other traffic;

6.1.8 heat, dehydration, fatigue and sun exposure;

6.1.9 wind, rain and changing weather;

6.1.10 vegetation, insects, animals and allergic reactions;

6.1.11 becoming separated from the group;

6.1.12 aggravation of a pre-existing injury or health condition;

6.1.13 delayed medical or emergency assistance;

6.1.14 serious injury; and

6.1.15 death.

6.2 The Participant confirms that they will:

6.2.1 wear supportive, properly fitted walking or hiking footwear with adequate tread;

6.2.2 bring suitable clothing, drinking water and sun protection;

6.2.3 follow reasonable route and safety instructions;

6.2.4 remain with the group where directed; and

6.2.5 promptly advise the Company if they feel unwell, fatigued or unable to continue.

7. Other Physical and Wellness Activity Risks

7.1 The Participant acknowledges that yoga, Pilates, mobility, fitness, fascia flow, breathwork, meditation and sound-based activities may involve:

7.1.1 muscle or joint strain;

7.1.2 sprains, falls and physical injury;

7.1.3 aggravation of an existing condition;

7.1.4 dizziness, fainting or shortness of breath;

7.1.5 fatigue, heat illness and dehydration;

7.1.6 anxiety, panic or emotional distress;

7.1.7 resurfacing of difficult memories;

7.1.8 headache, nausea, tingling or altered breathing sensations;

7.1.9 sensory discomfort; and

7.1.10 other physical or psychological responses.

7.2 The Participant will work within their own capacity and stop if they experience pain, dizziness, distress or unusual symptoms.

7.3 The Participant understands that the Activities are not a substitute for medical or psychological diagnosis or treatment.

8. Health and Medical Declaration

8.1 The Participant confirms that they have disclosed any matter that may affect their participation or emergency treatment, including:

8.1.1 a heart or circulatory condition;

8.1.2 a previous heart attack, stroke, stent or heart surgery;

8.1.3 chest pain, unexplained shortness of breath or dizziness;

8.1.4 asthma or another respiratory condition;

8.1.5 epilepsy, seizures, fainting or loss of consciousness;

8.1.6 diabetes;

8.1.7 a neurological condition;

8.1.8 high or low blood pressure;

8.1.9 anaphylaxis or another serious allergy;

8.1.10 impaired mobility, balance, hearing or vision;

8.1.11 recent surgery, illness or hospital treatment;

8.1.12 a fracture, sprain or musculoskeletal injury;

8.1.13 anxiety, panic attacks or distress associated with water;

8.1.14 pregnancy;

8.1.15 medication that may affect alertness, balance, breathing, blood pressure or physical performance; or

8.1.16 another relevant physical or psychological condition.

Relevant condition, injury, medication, allergy or circumstance:
[Details/None]

8.2 The Participant confirms that:

8.2.1 they are not aware of any reason why they cannot safely participate, other than a matter disclosed above;

8.2.2 the information provided is accurate and complete;

8.2.3 they will notify the Company if their health, medication, fitness or swimming ability changes;

8.2.4 they will obtain medical clearance if requested by the Company; and

8.2.5 they understand that medical clearance does not guarantee participation if circumstances subsequently change.

9. Participant Responsibilities

9.1 The Participant agrees to:

9.1.1 attend and pay attention to safety briefings;

9.1.2 follow all reasonable instructions given by the Company;

9.1.3 participate within their own health, fitness and ability;

9.1.4 use any required safety equipment correctly;

9.1.5 promptly report an injury, illness, hazard or near miss;

9.1.6 immediately notify the Company if they feel unwell, fatigued, anxious, distressed or unable to continue;

9.1.7 stop an Activity or leave the water when directed;

9.1.8 not participate while affected by alcohol, illicit drugs, illness or impairing medication;

9.1.9 not engage in dangerous, competitive or disruptive conduct; and

9.1.10 not endanger another person.

10. Company's Right to Refuse or End Participation

10.1 The Company may refuse, restrict, modify or end the Participant's participation if it reasonably considers that:

10.1.1 the Participant does not satisfy a health, fitness or swimming requirement;

10.1.2 the Participant's health, condition or conduct creates an unacceptable risk;

10.1.3 the Participant has provided incomplete or inaccurate information;

10.1.4 the Participant has failed to follow an instruction;

10.1.5 the Participant appears impaired;

10.1.6 the Participant's footwear or equipment is unsuitable;

10.1.7 weather, water, terrain or other conditions are unsuitable; or

10.1.8 the Activity should not proceed for another safety reason.

11. Emergency Treatment and Evacuation

11.1 If the Participant cannot provide instructions in an emergency, the Participant authorises the Company to:

11.1.1 provide first aid within the responder's training;

11.1.2 contact emergency services;

11.1.3 disclose relevant health, emergency and insurance information;

11.1.4 obtain medical treatment; and

11.1.5 arrange rescue, ambulance, transport, evacuation or repatriation where reasonably considered necessary.

11.2 The Company does not guarantee that:

11.2.1 a doctor, nurse, paramedic or lifeguard will be immediately available;

11.2.2 Australian-equivalent emergency or medical services will be available;

11.2.3 an automated external defibrillator, oxygen or other particular equipment will be available; or

11.2.4 treatment or evacuation will occur within a particular time.

11.3 The Participant is responsible for medical, hospital, ambulance, rescue, evacuation, repatriation, additional accommodation and transport costs incurred for their benefit, except to the extent caused by a breach by the Company of an obligation that cannot lawfully be excluded.

12. Mandatory Travel Insurance

12.1 The Participant confirms that they have obtained comprehensive international travel insurance covering:

12.1.1 overseas medical and hospital expenses;

12.1.2 ambulance, rescue, evacuation and repatriation;

12.1.3 ocean or open-water swimming;

12.1.4 hiking and walking;

12.1.5 the other Activities in which they intend to participate;

12.1.6 cancellation and interruption;

12.1.7 travel delays and missed connections;

12.1.8 baggage and personal property; and

12.1.9 personal liability.

12.2 The Participant must provide the Company with evidence of insurance, including the insurer's name, policy number, period of cover and emergency assistance contact details.

12.3 The Participant understands that the Company does not warrant that a particular policy is suitable or that an insurer will accept a claim.

13. Free Time and Independent Activities

13.1 The Participant acknowledges that the Retreat includes periods of Free Time.

13.2 An activity independently undertaken during Free Time is not organised, controlled or supervised by the Company merely because the Company or a facilitator mentions the activity or provides general information about it.

13.3 During Free Time, the Participant is responsible for:

13.3.1 deciding whether to undertake an activity;

13.3.2 assessing the provider, location and risks;

13.3.3 making and paying for their own arrangements;

13.3.4 following the provider's terms and safety requirements; and

13.3.5 ensuring their travel insurance covers the activity.

13.4 Nothing in this clause excludes any liability that cannot lawfully be excluded.

14. Acknowledgment and Acceptance of Risk

14.1 The Participant acknowledges that:

14.1.1 they have read and understood the risks identified in this Waiver;

14.1.2 the Activities may result in serious injury, permanent disability or death;

14.1.3 not all risks can be eliminated, even where reasonable care is taken;

14.1.4 weather, water, terrain and other conditions may change without warning;

14.1.5 participation is voluntary;

14.1.6 they are responsible for acting within their ability and following instructions;

14.1.7 they have had the opportunity to ask questions; and

14.1.8 they freely accept the inherent and obvious risks of the Activities in which they choose to participate.

15. Waiver and Release

15.1 The Activities are recreational services to the extent that they involve participation in:

15.1.1 a sporting activity or similar leisure-time pursuit; or

15.1.2 an activity involving a significant degree of physical exertion or physical risk undertaken for recreation, enjoyment or leisure.

15.2 To the fullest extent permitted by section 139A of the *Competition and Consumer Act 2010* (Cth) and any other applicable law, the Participant waives their rights under statutory guarantees relating to the supply of the recreational services and releases the Company from liability for:

15.2.1 death;

15.2.2 physical or mental injury;

15.2.3 the contraction, aggravation or acceleration of a disease; and

15.2.4 any other condition within section 139A(3),

15.2.5 arising from participation in or the supply of the Activities, including where arising from a failure to exercise due care and skill.

15.3 This Waiver and release does not apply to:

15.3.1 significant personal injury caused by reckless conduct within the meaning of section 139A; or

15.3.2 any liability that cannot lawfully be excluded.

15.4 Nothing in this Waiver excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or another applicable law where doing so would be unlawful.

15.5 This Waiver does not exclude liability for loss of or damage to property under section 139A.

15.6 The Activities take place in Greece. Mandatory Greek or European Union laws may apply, and this Waiver does not exclude any right preserved by those laws.

16. Continuing Disclosure

16.1 The Participant must promptly notify the Company if:

16.1.1 any information in this Waiver changes;

16.1.2 they suffer an injury or illness;

16.1.3 their medication changes;

16.1.4 their fitness or swimming ability materially changes; or

16.1.5 another matter arises that may affect safe participation.

17. Participant Confirmation and Signature

By signing below, the Participant confirms that:

17.1 they have personally read and understood this Waiver;

17.2 they have provided complete and accurate information;

17.3 they understand the nature and risks of the Activities;

17.4 they understand the waiver and release in clause 16;

17.5 they participate voluntarily;

17.6 they consent to emergency assistance under clause 12; and

17.7 they agree to be bound by this Waiver to the extent permitted by law.

Participant's full name:

Participant's signature: _____

Date: