

Discover Travel Shop & Cunard

Terms and Conditions

1. Discover the World Marketing Travel Pty Ltd (DWM) trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

1. Introduction

These are the Terms & Conditions under which you book and travel on any Cunard product we sell you. You are bound by these 'Terms & Conditions', so it is important that you read them carefully. Cunard/We/Our/Us means Carnival plc, trading as Cunard Line and, where the context permits, includes the Carrier. In selling you voyages and issuing you tickets, Carnival plc acts as a sales agent for Cunard Line.

You are entering into this contract with Carnival plc trading as Cunard Line, ARBN 107 998 443. Certain laws such as the Competition and Consumer Act 2010 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for your protection.

They are designed to ensure the services provided by us (and, where applicable, the Carrier), are provided with due care and skill and are reasonably fit for a cruise holiday. These 'Terms & Conditions' do not alter any protection given to you by consumer laws.

All prices are correct at the time of publication and are quoted in Australian dollars, unless otherwise noted.

2. Cruise itineraries are not guaranteed

Many factors may affect our ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest or other unforeseen circumstances. We agree to use reasonable endeavours to provide a cruise in accordance with our published schedules and itineraries. However, we do not guarantee itineraries and they do not form part of your contract with us.

If we are unable to operate in accordance with our published itinerary, we may in some circumstances offer you assistance or compensation in accordance with clause 29.

3. Bookings

Each stateroom booked represents an individual booking and can accommodate between one* (1) and four (4) passengers, depending on the stateroom configuration. Each booking will be allocated a unique booking number.

*A single traveller supplement applies to passengers occupying a room alone. This will be outlined to you before you book with your travel agent, online or through our Customer Service and Sales team.

If you decide to make your Cunard booking through a registered travel agent, any amendments or enquiries on the booking will need to be made by your travel agent.

A booking, and payments on a booking, can only be made by a person aged 18 years or over.

4. Your agreement with us

When you first make a payment towards your voyage, you represent that you have the authority from all passengers on your booking(s), to accept our 'Terms & Conditions' on their behalf. Parents/legal guardians accept the 'Terms & Conditions' on behalf of their children, including those who travel in a separate stateroom. Once we have received payment on a booking, an agreement on these Terms and Conditions become effective between all passengers on the booking(s) and Carnival plc.

5. Payments

Once you have decided on your voyage, we will need a deposit to secure your booking. It is essential that deposits are received by us within three (3) days from when the booking is made. If payment is not received within this time, your booking will be automatically cancelled.

	All Voyages
Deposit Amount % of total fare	10%
Final Payment Due number of days prior to departure	110

Please ensure you check the payment conditions at the time of booking as promotional fares may have specific payment conditions. It is essential that you make final payment by the due date and in accordance with the type of fare you have purchased. If payment is not received by the due date, bookings will be automatically cancelled and our 'Cancellation & Refunds' policy will apply. If you are making a booking within the 'Final Payment Due' period of your selected voyage, full payment is required at the time of booking.

6. Travel Insurance

We strongly recommend you purchase appropriate international travel insurance at the time you pay your deposit. If you do not purchase international travel insurance, you may not be able to claim for any cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

7. Cancellation & Refunds

Although we would love to see you on board, we understand that plans can change. Should you need to cancel your booking, we ask that you notify your travel agent or our Customer Sales and Service team at your earliest convenience.

The refund or cancellation charge that will be payable depends on the amount of notice you give us, as follows:

Days Prior to Departure	Cancellation Charge
From the date of booking until 90 days before departure	Deposit ^
89-64 days	25% of the total fare paid^
63-43 days	50% of the total fare paid ^
42-15 days	75% of the total fare paid^
Less than 14 days before departure or failure to embark.	100% of the total fare paid^

^ Additional fees charged by airlines will be passed onto the passengers.

Please note, your travel agent and promotional fares may have different cancellation and refund conditions. Please ensure you check these at time of booking.

8. Changing your voyage

Please note, if you choose to change your booking to a different voyage, or to a different sector of a World Voyage, it will be considered as a cancellation of your original booking. In this instance, our cancellation charges, as per our 'Cancellation & Refunds' policy, will apply.

9. Your fare

Your fare is determined by the fare type, the number of passengers in your stateroom, its location on the ship, the amenities offered, taxes, fees and port expenses, any airfares including taxes and fees, any transfers and any hotel accommodation.

Child fares, where applicable, only apply when children are the 3rd or 4th passenger in a stateroom and are aged under 13 years of age. Children between the ages of six months and two years travelling as a third or

fourth passenger in a stateroom travel free on board (taxes, fees and port expenses will apply). However, if travelling as a first or second passenger in a stateroom they pay the applicable adult per person fare. A nominal fee will be charged for children between the ages of one and two travelling where land, hotel and air are involved. Please note, there is a minimum age of 12 months on Transatlantic Crossings, World Voyages and some remote itineraries.

10. Fare changes

Once booked, your fare is only subject to any increased taxes, fees and port expenses. You will be notified of this before it is added to your fare, or to your on board account.

Sometimes we will release promotional fares.

These can be offered and withdrawn at any time.

If after booking you decide to change to one of these promotional fares, you will need to cancel your existing booking and our 'Cancellation & Refunds' policy will apply.

11. Stateroom changes

On occasion, we may offer reduced costs upgrades meaning that you may be offered a higher stateroom at a discounted rate. The opportunity of an upgrade is never guaranteed and will always be at our discretion.

It may also be necessary for us to change the stateroom that you have booked and move you to a higher priced stateroom grade at no extra charge.

These are called Automatic Upgrades and are done without consultation. If you have chosen your booked cabin for a particular reason and would not want to be considered for a stateroom move, please let your travel agent or our Customer Sales and Service team know at the time of booking.

If you are lucky enough to receive an Automatic Upgrade please note that it is not possible to return to the original booked stateroom.

Staterooms can still be changed for operational reasons, including when the number of passengers booked in the stateroom is less than the number of beds in the stateroom, or if you have selected a wheelchair accessible stateroom and do not require one.

In addition, when a booking is made and a specific stateroom number is not selected (known as a 'Guarantee'), the stateroom will be allocated at our discretion in the category booked, or a higher priced category, at a later date.

12. Fuel supplement

We may elect to impose a fuel supplement at any time, in which case any additional fees will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.

13. Name changes

Once you have made your booking, please check your Booking Confirmation, 'Voyage Personaliser', or with your travel agent to ensure the details are correct. Should you need to make changes to your booking (spelling corrections or to replace a passenger*), no administration fees will apply.

Please note however, that additional fees charged by airlines for any changes will be passed on to the passengers. New passengers added to bookings, and new bookings made, within 48 hours of departure will be asked for passport information at the time of booking for security clearance. Please note, we are unable to accept new bookings or new passengers on existing bookings after 5pm (Sydney time) on the day prior to departure (or the last business day prior to departure).

*One original passenger from the booking must always remain in the stateroom. If all original passengers cancel / are replaced, the booking will be subject to applicable cancellation charges. If a cancelling passenger was the only passenger who qualified the booking for a promotional fare (eg. past passenger fare), additional and remaining passengers will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining passengers will need to pay the difference in cost, if any.

14. Airfares

Our Customer Sales and Service team can assist you in booking flights to connect with your voyage; in this instance we act only as a booking agent on behalf of the airline. Bookings are subject to availability and the following conditions apply:

Airfares can only be purchased in conjunction with a voyage and travel will be on flights and airlines nominated by Cunard. Airfares are in Australian dollars per person and include GST (where applicable), fees, taxes and surcharges. Airfares do not include stopover accommodation, transfers or baggage handling. Cunard cannot accept any responsibility where airline schedules or seat availability requires

overnight accommodation before or after your voyage. We make every effort to ensure that flight arrangements we make for you are appropriate, however we cannot accept responsibility for missed connections between your flight and the ship which are beyond our control.

Fees, taxes and surcharges can vary by gateway city, routing, destination and carrier and are subject to change without notice. If there is an increase to the fees, taxes or surcharges, we can collect the additional payment prior to your voyage, even if your booking has already been paid in full.

Airline rules and conditions may require full non-refundable payment prior to Cunard's normal payment conditions. Alterations to flights after tickets/vouchers have been issued can only be made through our Customer Sales and Service team (or your travel agent) and will be subject to the airlines' fare rules and conditions.

If you choose to cancel your flights for any reason, our 'Cancellation & Refunds' policy will apply in conjunction with the airlines' fare rules and conditions.

15. Pregnancy

We are unable to accept any passengers who will have entered their 24th week or later of pregnancy by the end of the voyage. Passengers who are pregnant during their voyage are required to supply a physicians 'fit to travel' note, including your estimated due date, prior to embarkation.

16. Minimum age to travel

To ensure there is suitable supervision, there must be at least one passenger 18 years of age or older in each stateroom. Passengers under the age of 18 years must travel with a parent/legal guardian over the age of 18 years. To accommodate families travelling together, children may occupy a separate stateroom to their parent/legal guardian, providing one child is 16 years or over. Children older than six months may travel with us, however, there is a minimum age of 12 months on Transatlantic Crossings, World Voyages and some remote itineraries.

17. Children & Teenagers

Parents/legal guardians are responsible for children and teenagers at all times. If a child or teenager displays dangerous or disruptive behaviour, the 'Rights of the Captain' will be applied to both parent/legal guardian and child/teenager. Children's access to pools and spas may be restricted and adult supervision is required. For the safety and enjoyment of all on board, there are limits on the number of children and teenagers that can be carried within different age groups. The age of the passenger on the day they board the voyage, is the age we use for the entire holiday. We can advise you at the time of booking whether we are able to accept bookings for children and teenagers on the voyage you have chosen.

18. Dogs, cats & service animals

Cunard is pleased to permit individuals to bring service animals on board. In addition, dogs and cats may be carried in the kennels on board specific Queen Mary 2 voyages. In order to make appropriate arrangements, notice that a passenger will be travelling with an animal must be provided at the time of booking. Local laws or customs may prevent animals from disembarking at particular ports and countries. It is the passenger's obligation to consult local customs authorities for information and to obtain all documents/health certificates that may be required.

Please note, animals of any kind cannot be brought on board without prior written permission from Cunard. For further information, please contact our Customer Sales and Service team.

19. Requirements to travel

You are responsible to ensure you have all necessary visas, vaccinations and travel documents, including a valid passport. Without the necessary passport, visas and/or vaccinations local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port. It is also your responsibility to ensure you have all the necessary documentation which permits you to travel. If you do not have all the necessary documentation, you may be denied boarding and no refunds will be given.

Passports are required and must be valid for a minimum of six (6) months beyond the date of the voyage return. In addition, travel on our voyages will not revalidate an Australian or New Zealand re-entry visa.

20. Illicit items

To ensure a safe and enjoyable voyage for all our passengers, it will be necessary for our staff and other parties, such as port and government agencies, to search you and your luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances. You must contact us within three (3) days of disembarking to claim confiscated items which may be returned to you if appropriate. If you do not contact us within this time your item may be destroyed.

21. Lost or damaged luggage and personal belongings

Please make sure that all valuable and important items, such as jewellery, medicines, fragile items, and camera/computer/electrical equipment are carried in your hand luggage and not packed in your main luggage/suitcase or left unsecured in your room or elsewhere on board. Once on board, all valuables and important items should be stored in your in-room safe. Where consumer laws and other laws permit us to exclude our liability, we will not be liable for loss of, or damage to, any luggage or other belongings, unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose.

22. Alcohol & gambling

We are committed to the responsible service of alcohol. There may be times when we consider it appropriate to refuse the service of alcohol to a passenger for any reason. To consume alcohol or gamble on board, passengers must be 18 years of age or older. However, whilst in US waters, Cunard Line enforces and abides by the US legal drinking age of 21 years. Photo identification may be requested. Alcohol or casino credits cannot be added to a booking as a gift for passengers under 21 years of age.

On the day of embarkation, passengers over the above minimum ages may bring on board one bottle of wine or champagne per person to celebrate. If consumed in the dining rooms or alternative restaurants, each bottle will be subject to a corkage fee, which will be advised on board. Any other alcohol purchased ashore will be collected at the gangway for safe keeping and will be returned to you on the last day of your voyage.

23. Smoking

Smoking is not permitted indoors on any of our ships. This includes your room and private balcony. For those who smoke, there are selected outdoor areas where smoking is permitted and this information will be communicated to you on board.

24. Your health

We care about the health and safety of our passengers. To assist, please advise us at the time of booking if you have any condition that requires medical attention, medication or special treatment. We may also ask you to complete a health questionnaire or provide a physician's fit to travel note.

If a passenger has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you as soon as possible. Provided you have given us all relevant information about the condition at the time of booking, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

Passengers that need assistance should always be accompanied by a carer to help with day to day activities as our crew and medical staff are unable to act as personal carers.

25. On board medical centre

Each ship has a Medical Centre that is staffed by registered doctors and nurses, who are available during scheduled clinic times to provide medical care for everyone on board. They are also available 24 hours a day, 7 days a week for medical emergencies. Our Medical Centre is only for medical needs arising on board and cannot cater for treatments that you know you will require while on holiday.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any passenger arising from any advice, treatment, care, services or any omission by medical staff.

These medical providers exercise their own medical judgement and expertise.

26. On board medical charges

All voyages on our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. All consultations, treatments and medications are charged at private rates and must be paid by you on board and claimed through your travel insurance.

27. Hotel and Dining Charges (Gratuities)

During the voyage, passengers will receive excellent service from members of our crew in a variety of locations. In addition, many more crew behind the scenes support those who support passengers directly. For passengers' convenience, a Hotel and Dining charge will be automatically added to each passenger's on board account on a daily basis. Grill categories will be charged \$13.50 per passenger per day and Britannia categories \$11.50 per passenger per day. A 15% charge is also automatically added to a passenger's on board account for bar, wine and saloon services.

These amounts are subject to change and passengers may choose to alter or remove these amounts at their discretion.

28. Other service providers

While we specialise in ocean voyages, you may choose to book other services with us such as flights, accommodation, transfers and shore excursions. We can assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Although our responsibility is on board the ship, where we arrange these services for you, we will assist in addressing any concerns you may have.

Any arrangements made with other service providers by or for you are your responsibility and entirely at your own risk.

29. Ship & itinerary changes

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your holiday experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances.

In addition, we may charter all or part of the ship or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the voyage due to operational or commercial requirements. We will notify you of these changes as soon as we can. If we are forced to cancel your cruise for any reason prior to departure we will provide a full refund. Since your itinerary is not guaranteed, please do not make any important arrangements or meetings based on the proposed itinerary.

Changes within our control

Where we make a significant change to the ports in your itinerary prior to departure and this is due to a circumstance within our control, for example for operational or commercial requirements you will have the choice of:

1. the new itinerary;
2. an alternative cruise of comparable standard, if available; or
3. cancelling the cruise for a full refund of your fare paid.

For the purposes of this clause, 'significant change' means a change to the city of departure or disembarkation, or to the majority (by number) of the other ports in your itinerary.

Changes outside our control

If it is necessary to change the itinerary due to safety, maritime law, severe weather, to protect human life or health or other factors outside our control, we will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless consumer laws require otherwise.

30. Travel restrictions and rights of the Captain

You are responsible for ensuring that no travel restrictions apply to you. If police or any other authority in any jurisdiction notify us of, or we otherwise become aware of, any matter that reasonably causes us to believe your presence on board presents a risk to your own health or safety or the health or safety of other passengers and crew, we, or the Captain, may deny you boarding.

A full refund will be provided to any passenger denied boarding on this basis. Once the cruise has commenced, if a passenger seriously affects the safety, well-being or enjoyment of themselves or any other person on board, the Captain has the right to confine, sedate or disembark the passenger. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone on board comes first.

31. Leaving the voyage early

If you are required or choose to leave the voyage for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship after a port visit in time for sailing. If we assist you with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

32. Limitation of Liability

Limitation of liability for Recreational Services Save for liability for significant personal injury caused by Reckless Conduct by us or our servants or agents, we exclude liability for all Excluded Recreational Liabilities arising out of the supply of Recreational Services.

Contributory Negligence

Our liability will be reduced in proportion to any negligence or fault on your part.

Notification of Claims

In the unlikely event you have reason to take legal action against us, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

33. Choice of law and jurisdiction

This contract is governed by the laws in force in New South Wales. You agree that any action you bring against us will be brought in Australia. If you have a claim against us, you agree only to bring action against us and not any of our related bodies corporate as defined in the Corporations Act 2001 (Cth).

34. Privacy

Privacy laws safeguard your personal details.

Personal Information

During the booking process and your cruise holiday, we ask for information about you. You authorise us to handle your personal information in the ways indicated below:

to collect sensitive information within meaning of Privacy Act 1988 (Cth) about you:

from any third party making a booking on your behalf for cruise administration purposes;

if you are travelling as part of a group – from any person in the group for cruise administration purposes;

from any third party where it is necessary to provide a health service to you (including a medical disembarkation) and you are unable to provide the information directly;

for security purposes;

for accident/incident reporting, investigation and management purposes;

including, where relevant to or necessary for the purpose of collection, information about health, race and criminal record.

to disclose your personal information:

to our service providers, including mailing houses, ticketing companies, marketing agencies, emergency response providers, call centres, claims processors and lawyers for the purpose of enabling them to provide relevant services;

to related entities within the Carnival group of companies for cruise administration and business operation purposes;

to your travel agent for cruise administration purposes, including any information relating to travel bans;

where you book as part of a group – to every passenger in your group (excluding credit card details);

to an emergency contact person you have nominated for emergency management purposes;

to Australian and foreign government departments/agencies/bodies responsible for customs, immigration, quarantine and law enforcement, including police, for reporting purposes;

to use and disclose your personal information:

for product research and development purposes, including conducting past passenger surveys;

for reporting, assessing, investigating, processing and otherwise managing accidents/incidents, including disclosures to lawyers and insurers;

for public health and quarantine purposes;

for medical treatment (including medical disembarkation) purposes, including disclosures to health service providers, medical evacuation assistance companies, hotels, airlines, travel agents and, where you are unable to consent, next of kin.

where your on board expenses are charged to someone else's credit card – to deliver on board account statements regarding those expenses to the credit card holder;

where we need to disclose your personal information to someone who is not in Australia – to transfer your personal information outside Australia;

where we need to disclose your health information to someone who is not in New South Wales or to a Commonwealth agency – to transfer your health information outside New South Wales or to the Commonwealth agency;

in the event that you lodge a complaint or claim about any matter with or in relation to us – to use and disclose your personal information for the purpose of reporting, assessing, investigating, processing, responding to and resolving your complaint or claim, including disclosures to relevant government departments/agencies/bodies, courts/tribunals, your travel agent, any authorised representative acting on your behalf and lawyers. You also authorise us to collect from any third party sensitive information about you within the meaning of the Privacy Act 1988 (Cth), and for any third party to disclose personal information about you to us, for the abovementioned purpose.

You consent to us sending you commercial electronic messages, including by email and messaging services such as SMS, and to us contacting you by telephone and fax, to provide information about our products and services.

You may request to be removed from our contact lists at any time.

Security Cameras

For the safety and security of our passengers and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas onboard all our ships. If necessary, this footage may be viewed by our own personnel, advisors and external parties with a relevant interest. We are not responsible for any consequences arising from the viewing or other use of this footage.

If you would like to access your personal information or obtain a copy of our Privacy Policy, please contact us on:

Email: privacy@carnivalaustralia.com

Post: PO Box 2006

North Sydney NSW 2059

Alternatively, our Privacy statement can be found online at cunardline.com.au/legal-information

35. Cunard Environmental Statement

Here at Cunard we take our environmental responsibilities very seriously and are committed to reducing our environmental impact. We are dedicated to preserving the marine environment in which we operate, and therefore believe it is our duty to introduce environmental practices which set a high standard of excellence and responsibility. To support our aim we have developed an environmental management system independently certified to ISO 14001, which is the most widely recognised global standard for improving environmental performance. We recognise that without appropriate treatment, the waste generated on board our ships, together with the fuel and other products we use to transport, feed, entertain and take care of you could have an impact on the environment. Our waste treatment facilities ensure that all waste is appropriately managed to minimise its impact upon the oceans. All general waste is treated on board to reduce its volume prior to landing ashore and, whenever possible, general waste is recycled.

We are reducing our air emissions through the implementation of fuel efficiency measures, including improved hull coatings, low energy lamps, increased recirculation of waste heat and improved efficiency in air conditioning and we continue to explore new technologies. Through these measures and other initiatives, Cunard will ensure that we help preserve our environment for future generations.

36. Dictionary

In these terms and conditions:

"Australian Consumer Law" means schedule 2 of the CCA and any equivalent state or territory legislation;

"CCA" means the Competition and Consumer Act 2010 (Cth);

"Consumer Guarantee" means right or guarantees a passenger may have under the Australian Consumer Law or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;

"Consequential Loss" means any loss or damage suffered by a passenger or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of opportunity;

"Excluded Recreational Liabilities" means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease;

"Reckless Conduct" has the meaning set out in section 139A(5) of the CCA; and

"Recreational Services" has the meaning set out in section 139A(2) of the CCA.