

## ASSUMPTION OF RISK FORM

### TERMS AND CONDITIONS FOR PARTICIPATION IN THE RIDE ("Contract")

- \* This Assumption of Risk Form forms part of the Ride Operator's Terms and Conditions for participation in the ride.
- \* If you do not agree to sign this Assumption of Risk Form, you cannot participate in the ride and if payment has already been made, the party that made the payment will be provided with a refund.

**Ride Cost:** \$85.00 or part thereof if purchased as part of a package or promotion.

Reference in this Contract to the 'ride' includes the boarding of the jet boat or vessel, the entire period of time that the CUSTOMER is on the jet boat or vessel, and the CUSTOMER disembarking from the jet boat or vessel.

**NOTE:** The *Competition and Consumer Act 2010* and the Australian Consumer Law (ACL) includes a guarantee of due care and skill as it relates to the supply of services to consumers. To the extent that the guarantee of due care and skill (or any other guarantee under the ACL) applies to this Contract and the ride, it cannot be excluded and it is not excluded.

1. The CUSTOMER acknowledges and agrees that JET BOATING, and boating generally, is an inherently dangerous recreational activity, and that participation in the ride carries with it inherent risk, including the risk of personal injury or death.
2. The CUSTOMER has considered the CUSTOMER'S own health and ability to participate in the ride, and agrees to disclose any pre-existing medical or other condition (including pregnancy) that may cause the CUSTOMER or any other person to suffer injury, or aggravate a pre-existing medical condition, during the ride. The CUSTOMER acknowledges that Sydney Harbour Boating Services Pty Ltd (ACN 164 245 550) trading as Oz Jet Boating, Sydney Jet and Downunder Jet, and their employees, officers and agents (hereafter collectively referred to as the RIDE OPERATOR) rely on the information provided by the CUSTOMER in allowing the CUSTOMER on the ride, and the CUSTOMER guarantees and promises that all such information the CUSTOMER has provided is accurate and complete.
3. The CUSTOMER agrees to wear a life jacket on the vessel at all times. The adult and the child life jackets are rated to carry a maximum weight of 150 and 40 kilograms respectively.
4. The CUSTOMER understands and acknowledges that persons with certain body proportions, height and/or weight may not be able to participate on the ride for safety reasons (this includes in respect of clause 3 above). The CUSTOMER acknowledges and agrees that the CAPTAIN of the vessel, may, in his or her absolute discretion, restrict the CUSTOMER from access to the ride if the CAPTAIN considers the safety of the CUSTOMER or any other person is at risk. In the event that the CUSTOMER is restricted from access to the ride due to safety reasons, the CUSTOMER will receive a full refund of the ticket price paid by the CUSTOMER for the ride.
5. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol, drugs, medication or any mind altering substance before or during a ride, and the CUSTOMER accepts full responsibility and liability for personal injury, death or loss, either they or another person, including the RIDE OPERATOR, suffers or incurs, which is in any way connected with the ride and the CUSTOMER'S consumption of alcohol, drugs, medication or any other mind altering substance either before or during the ride. In this Contract "loss" refers to loss of income and/or loss of future earnings.
6. The CUSTOMER must not disturb or interfere with other participants of the ride or disturb or interfere with the CAPTAIN'S ability to conduct the ride in a safe and secure manner. The CUSTOMER agrees to obey and comply with all rules and directions made or given by the CAPTAIN of the vessel in connection with the ride. If a CUSTOMER fails to comply with the CAPTAIN'S rules and/or directions, the CUSTOMER will not be permitted to ride or to continue to ride, and no refund will be given.
7. The CUSTOMER accepts all risks associated with the ride including the possibility of personal injury, death or loss.
8. The CUSTOMER acknowledges and agrees that, to the extent permitted by law, the RIDE OPERATOR and the CAPTAIN shall not be liable for any personal injury, death or loss, suffered or incurred by the CUSTOMER or by any other person, arising from or in connection with the CUSTOMER'S participation in the ride, regardless of whether such personal injury, death or loss was caused directly or indirectly by any act or omission of the RIDE OPERATOR and/or the CAPTAIN, including the negligence of the RIDE OPERATOR and/or the CAPTAIN of the vessel. In this context, the CUSTOMER unconditionally releases, indemnifies and holds harmless the RIDE OPERATOR and the CAPTAIN from any and all claims and liabilities for any personal injury, death or loss, arising from or in connection with the CUSTOMER'S participation in the ride. This clause, and the indemnities in clauses 9 and 10 of this Contract, do not apply if the injury, death or loss is caused by the reckless conduct of the RIDE OPERATOR and/or the CAPTAIN.
9. The CUSTOMER agrees to indemnify and hold harmless the RIDE OPERATOR and the CAPTAIN against any and all claims made by any other person against the RIDE OPERATOR and/or the CAPTAIN in respect of any personal injury, death or loss, arising out of or in connection with the CUSTOMER'S failure to comply with this Contract or the RIDE OPERATOR'S rules and/or directions, including the CAPTAIN'S rules and/or directions.
10. The CUSTOMER agrees to indemnify and hold harmless the RIDE OPERATOR and the CAPTAIN against any and all claims made by or on behalf of the CUSTOMER in respect of any personal injury, death or loss, arising from or in connection with the CUSTOMER'S participation in the ride.
11. Notwithstanding that the CUSTOMER has released the RIDE OPERATOR and the CAPTAIN from liability, in the event that the CUSTOMER wishes, or elects, to bring proceedings against the RIDE OPERATOR and/or the CAPTAIN, the CUSTOMER agrees to bring those proceedings in the exclusive jurisdiction of New South Wales in Australia, and no other jurisdiction.
12. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties and covenants whether imported or expressed by law, and whether in law, equity, under statute or otherwise, are hereby excluded.
13. If the CUSTOMER suffers any injury or illness during the ride, the CUSTOMER agrees that the RIDE OPERATOR may provide evacuation, first-aid and medical treatment. The CUSTOMER'S acceptance of these terms and conditions constitutes the CUSTOMER'S consent to such evacuation, first-aid and/or medical treatment being provided. All accidents, personal injuries, loss of valuables or damage must be reported by the CUSTOMER to the RIDE OPERATOR before the CUSTOMER leaves the ride.
14. The CUSTOMER agrees that the RIDE OPERATOR has the right to use and reproduce any photographs or film taken during the ride, for any purpose whatsoever, without further notification, compensation or payment to the CUSTOMER.
15. The CUSTOMER acknowledges that it has read and accepts the RIDE OPERATOR'S Terms and Conditions.

I understand that I have given up substantial rights by signing this Assumption of Risk Form. I sign the Assumption of Risk Form freely and voluntarily, without any inducement made to me and intend my signature to be a complete and unconditional release of the liability of the CAPTAIN and the RIDE OPERATOR, caused by the negligence or otherwise (but excluding reckless conduct) of the RIDE OPERATOR and/or the CAPTAIN arising from or in connection with my participation in the ride, to the extent permitted by law.

Where I sign on behalf of a minor(s), I represent that I have authority to sign and enter into this Assumption of Risk Form on their behalf and that I have explained to the minor(s) that jet boating, and boating generally, is an inherently dangerous recreational activity and carries with it the risk of personal injury or death.

I acknowledge and agree that I have read, fully understand, and agree to be bound by this Contract and Assumption of Risk Form.

NAME OF CUSTOMER (PRINT NAME)	CUSTOMER SIGNATURE (or PARENT/GUARDIAN SIGNATURE if CUSTOMER is under 18)	DATE/RIDE TIME	COUNTRY OF ORIGIN/STATE