

Waiver and Release - Spencer Gulf Hire Pty Ltd ABN 31 654 918 153 ("SGH")

1. ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

In consideration of SGH hiring to me, or permitting me to use or access, the boat, trailer and related equipment, in engaging in any boating and related activities, I agree that I have voluntarily chosen to participate in such boating activities and I accept and am fully aware of the risks and hazards inherent to the participation of boating activities, including but not limited to:

- (a) being hit by or colliding with other boats, vessels, swimmers, rocks and aquatic life;
- (b) exhaustion, dehydration, water pollution, sun/heat exposure, frostbite, hypothermia, accidental drowning and other related sun/heat/cold or water related dangers;
- (c) injury caused by strenuous activities and exertion such as heart attack, panic, hyperventilation, fatigue;
- (d) the natural conditions in which the activities are conducted may vary without warning;
- (e) natural risks including rocks, obstructions, debris, animals and marine life found in oceans or lakes;
- (f) my own negligence or negligence of others;
- (g) outdoor elements including weather, thunder and lightning;
- (h) damage to property; and
- (i) death or serious physical or mental trauma or injury.

I agree that I am in good mental and physical fitness to participate in boating activities (including the ability to swim) and I am not under the influence of any alcohol or any drugs. I agree that I do not suffer from any injury, illness or infirmity that would prohibit my ability to participate in the boating activities.

2. RELEASE OF LIABILITY AND INDEMNITY TO SGH

I agree to **RELEASE** SGH and its directors, officers, employees, agents, volunteers and independent contractors (all of whom are hereinafter

collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the hire of the boat and boating activities, due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care.

I agree to **HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any loss or expense which the Releasees pays, suffers, incurs or is liable for (including legal costs on a solicitor own client basis) resulting from my participation in the boating activities.

3. GENERAL

If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

4. WARRANTY AS TO AGE

I agree that by personally executing this Waiver and Release I warrant that I am at least of 18 years of age, or that I have acquired the written consent of my parent or guardian to the participation by me in the boating activities.

5. BAR TO ACTION

I agree that this Waiver and Release may be pleaded as a bar to any action, suit or proceedings taken at any time by me against SGH arising out of or as a consequence of any boating activities associated with SGH.

6. BINDING ON SUCCESSORS

I agree that this Waiver and Release binds my heirs, administrators, executors, personal representatives, dependents (if any) and my successors and endures for the benefit of SGH and its successors and assigns.

7. GOVERNING LAW

This Waiver is governed by the laws of South Australia and the Commonwealth of Australia which are in force in South Australia and the parties submit to the jurisdiction of the Court of Western Australia, relevant Federal Courts and Courts competent to hear appeals from them.

SIGNATURE

I have read and understood this Waiver and Release and agree to be bound by it and understand that by signing, I am giving up my legal rights.

Signature

Printed Name

Date

Parent/Guardian to also sign where participant is under 18 years of age. This is to certify that I, as parent or guardian with legal responsibility for the person named above, do consent and agree not to only to his/her release of all Releasees but also to release and indemnify the Releasees to the same effect and extent as if I were the person first named in this document and the person participating in the activity.

Signature

Printed Name

Date