

Epic Marine Charters, Busselton Cruises, Elswood Pty Ltd

Waiver for Participants

Acknowledgement and Assumption of Risk and Complete Release of Liability Waiver

Please carefully read the information below and tick the boxes to confirm you have read & understood, & sign and return to Epic Marine Charters – Busselton Cruises staff prior to or on before boarding the vessel.

1. In this waiver, yourself & the minors you have guardianship over, all hereinafter, are referred to as the “Participant/s”.
2. In this waiver, Epic Marine Charters, Busselton Cruises, Elswood Pty Ltd, their Directors, Trustees, Managers, Employees, Volunteers, Agents, Associated Personnel, and their boats & equipment (whether owned, operated, leased, or chartered) all hereinafter, are referred to as “Released Parties”.
3. In this waiver, boating, swimming, snorkelling, party or private charters, cruise, tour, crayfishing, fishing, crabbing, boarding, disembarking, entering & exiting the ocean, being in the ocean or waters around the Jetty, wharfs, platforms, and anything else to do with boating or water-based activities, whether in or out of the water, all hereinafter, are referred to as “Activities”.

The risks of boating, water-based activities in all ocean waters & waters around the Busselton Jetty include but are not limited to:

- Sharks, Marine Life, Stingers, Wind, Currents, Waves, Rough Seas & Vessels.
- Sharp objects including corals, marine life & sculptures (*I will not handle or try and swim inside of sculptures*).
- Other Divers or Snorkellers wearing long tail shark shields that could give me an electric shock if I touch or am touched by.
- Entering under the influence of drugs, alcohol, or a depressed mental state.
- Dive, Snorkel, or other equipment failure.
- Undiagnosed medical conditions.
- Swimming too deep.
- Holding of breath for an extended period.
- Venturing away from visual view of vessel & crew.
- Sunburn due to lack of appropriate protection.
- Incompetent or weak swimming skills.
- Slipping on wet surfaces.
- Injury due to boat movement.

I understand, agree, am aware of or assert that:

- there are inherent, obvious & unforeseen risks involved with **activities**, including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding, or disembarking boats, and **activities** on the docks, and I hereby assume all such risks.
- I have a duty to exercise reasonable care for my own safety and I agree to do so.
- Serious Injury or Death could occur while partaking in **activities** involving boating and water.
- To adhere to the responsible consumption of alcohol if I choose to consume, while participating in the **activities**. I am aware that I may forfeit or cause a charter or **activities** to be cut short if I do not follow the responsible consumption of alcohol guidelines. I understand that alcohol intoxication, disorderly conduct and drug taking is not permitted while participating in the **activities**.
- I am physically fit to ride on a boat, embark and disembark the vessel, enter or exit the water, swim or snorkel and I will not hold the **Released Parties** responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which may occur as a **Participant**, while riding on the boat, or otherwise participating in the trip or **activities**.

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- There are no lifeguards, shark nets, shields or barriers in the ocean or areas where the **activities** are carried out while I am a participant.
- That there are lifejackets & floatation aids are on board, and I have the option to wear the lifejacket while on the vessel, or in or out of the water or use the floatation aid while in the water. If I decline the use or do not request the lifejacket or floatation device, I acknowledge that doing so will constitute a violation of safety rules and procedure for which I expressly assume the risk. ***Please make crew aware on boarding that you wish to wear a lifejacket while participating or a floatation aid while in the water.***
- The purpose of signing this document is to exempt and release **Released Parties**, and to hold these entities harmless from any and all liabilities arising as a consequence of the following, or and other acts or omissions on their part, including but not limited to negligence of any type and I have been warned of obvious and inherent risks, including risks of injury or death to the **Participant**.
- As the **Participant**, that I will be in a group with other people and will not hold the **Released Parties** responsible for the actions of other people that may result in the cancellation of the **activities**, injury, or death to, which may occur as the **Participant**.
- The involved boat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment may be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
- The **Released Parties** have made no representation to me implied or otherwise that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold the **Released Parties**, their crew, boats, or passengers responsible for their actions in attempting the performance of rescue or first aid.

Declaration:

- I declare am over 18 years of age and mentally capable to accept All of the Risks.
- I, and any minors under my guardianship, declare all to be physically capable.
- I/we do not have any medical conditions that would affect me/us participating safely in the **activities**, due to the physically strenuous nature of the **activities** and the environment.
- If I am aware of or happen to suffer from anaphylaxis, I have advised crew of this condition and provided an EpiPen (or alternative brand) and given consent to be administered by competent person if required.
- I, and any minors under my guardianship, choose to enter the water, accepting all the risks of this experience, whether foreseen or unforeseen.
- As the **Participant**, I have agreed to join the **activities** held by the **Released Parties** and have read & agreed to the Terms and Conditions of Boarding and Participating and agree that myself and/or any minors under my guardianship, to observe these.

Participant Name: _____

Signature: _____ Date: _____

Emergency Contact No.: _____

Minors under guardianship: YES NO

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The **Participant** acknowledges and agrees that the **activities** organised, facilitated, or conducted by **Released Parties**, which by expression includes **Released Parties** is in nature & recreational of which the **Participant**, has been warned of obvious and inherent risks, including risks of injury or death.

The **Participant** further acknowledges and agrees that due to the nature of the **activities** in the open ocean and waters around Ngari Capes Marine Park, Geographe Bay & waters surrounding the Busselton Jetty, it would be unreasonable for **Released Parties** to be in any way responsible for any injury to or death of the **Participant**.

The **Participant** therefore acknowledges, to the full extent permitted by law, that they waive all of his or her legal rights of action against and fully release **Released Parties** for loss, damages, injury or death howsoever arising out of or in relation to the participation by the **Participant** in the **activities** conducted, facilitated or organised by the **Released Parties** including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the **Released Parties**.

The **Participant** has carefully read this contract in its entirety, fully understand its contents, and agrees to the terms and conditions of this contract on behalf of own heirs, personal representatives, and self.

This document constitutes the final and entire agreement between the **released parties** and the undersigned.

There are no warranties expressed or implied, which extend beyond the description of the **activities** listed on this form. This is a complete release of liability and a legally binding contract.

I have read this agreement, am aware that it is a release of liability and a contract between the released parties and myself & minors I am guardian of.

I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

I _____ (*insert name*) being the **Participant** have read (or had explained to me), understood and sign this Waiver of legal rights on behalf of myself and any minor I am parent or guardian of.

Name of minor included in this waiver: _____

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