

1. NOTICE AND CONDITIONS OF PARTICIPATION

- 1.1. It is a condition of Aussie Water Bikes Pty Ltd, agreeing to permit you or a person for whom or on whose behalf you are acquiring the services ('you') to participate in the Tour/Hire ('the activities'), that you complete and sign this Agreement.
- 1.2. This Agreement will become a legally binding contract between you and Aussie Water Bikes once you sign it. It is important that you carefully read and understand the terms of this Agreement, in particular the clauses relating to acceptance of risks, release from claims and indemnity. If you require any help in understanding this Agreement, please ask the staff of Aussie Water Bikes for assistance.
- 1.3. If you do not accept the terms of this Agreement you must not participate in the activities and Aussie Water Bikes will, on request, refund any participation fees you may have paid.

2. CANCELLATION POLICY

- 2.1. Aussie Water Bikes reserves its right to determine the suitability of the weather and other conditions ('the conditions') on the day for participation in the activities and is at liberty to cancel the activities at its own discretion.
- 2.2. If Aussie Water Bikes determines prior to the commencement of the activities that the conditions are not suitable for the activities, then Aussie Water Bikes will notify you of such cancellation and you will be permitted the right to re-book an alternative date or to be given a full refund.
- 2.3. If Aussie Water Bikes determines at a point during the course of the activities that the conditions are not suitable for the activities, then Aussie Water Bikes will not be at liberty to provide a refund.
- 2.4. Aussie Water Bikes will not be responsible for any inconvenience (financial or otherwise) caused by cancellation of the activities upon your arrival at the location determined for the activities.
- 2.5. If Aussie Water Bikes determines that the conditions are suitable for the activities, but you elect not to participate regardless, then Aussie Water Bikes will not be at liberty to provide a refund.

3. CONSUMER LAW OBLIGATIONS

- 3.1. Section 139A of Competition and Consumer Act, 2010 (Cth) permits Aussie Water Bikes the provider of the activities and associated services to ask you to agree that the statutory guarantees under the Australian Consumer Law (Cth) do not apply to you.

4. RELEASE OF LIABILITY ACKNOWLEDGMENT / RISK WARNING

- 4.1. You are aware that during your participation in the activities with Aussie Water Bikes, you will be exposed to certain risks or dangers including, amongst others:
 - 4.1.1. suffering bodily injury; strains; twists, ligament damage, fractures; broken bones; other physical injury; paralysis; disease; and / or death;
 - 4.1.2. falling into water or off the water bike, or being affected by other foreseeable risks associated with paddling, water bike riding, the use and presence of propellers, swimming, boarding and alighting the water bike and using the water bike and other associated equipment;
 - 4.1.3. extremes of weather including sudden and unexpected changes and / or other natural occurrences such as the presence of any kind of marine life which may harm you in any way or form (such as the presence of blue bottles);
 - 4.1.4. being involved in an accident or contracting an illness in any case, generally or requiring the assistance of medical / emergency services.
- 4.2. By signing this document, you also acknowledge, agree and understand that the risk warning above and below constitutes a formal 'risk warning' for the purposes of the relevant legislation, including for the purpose of:
 - i. Section 5M of the Civil Liability Act 2002 (NSW);
 - ii. Section 5I of the Civil Liability Act 2002 (WA);
 - iii. Section 48 of the Consumer Affairs and Fair Trading Act (NT);
 - iv. Section 43 of the Civil Law (Wrongs) Act 2002 (ACT); and / or
 - v. Sections 13-19 of the Civil Liability Act 2003 (QLD).

5. OBLIGATIONS

You agree:

- 5.1. to act as a reasonably prudent person when engaging in the activities with Aussie Water Bikes, and to obey and follow the instructions, rules, warnings and regulations notified (whether in writing, on signs, verbally or otherwise) at any time by staff.
- 5.2. not to participate in any of the activities conducted by Aussie Water Bikes intoxicated or under the influence of alcohol or drugs.
- 5.3. to advise Aussie Water Bike staff of any known health problems or medical condition or disability affecting you and any prescribed medication that may be used in the treatment of such health problems, medical condition or disability.

- 5.4. to notify Aussie Water Bikes staff of any incident or accident involving personal injury or illness experienced by you or witnessed by you during the course of any of the activities with Aussie Water Bikes.
- 5.5. that if you suffer an injury or illness during the activities, Aussie Water Bikes staff may, at your own cost, arrange such medical treatment and emergency evacuation service, as they shall consider necessary for your health and safety.
- 5.6. to supervise and provide a duty of care to all person(s) for whom or on whose behalf you are acquiring the services for, whilst they participate in the activities.

6. ACCEPTANCE OF RISK / RELEASE AND INDEMNITY

You irrevocably undertake in favour of Aussie Water Bikes:

- 6.1. that you participate in any activities with Aussie Water Bikes at your own risk.
- 6.2. to the extent permitted by law (including under section 139A of the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law (Cth)*), to release Aussie Water Bikes and its agents, contractors and employees from all liabilities for any actions, claims, demands, losses, damages, costs and expenses arising from any death or injury to any persons and damage to, or loss of, any property, which may be suffered or sustained as a result of your participation in any of the activities with Aussie Water Bikes.
- 6.3. to indemnify Aussie Water Bikes and its agents, contractors and employees against all actions, claims, demands, losses, damages, costs and expenses suffered or incurred in relation to your participation in any of the activities with Aussie Water Bikes; and
- 6.4. you agree that Aussie Water Bikes holds, and may enforce, the release and indemnity in respect of paragraphs 6.1 to 6.3 above.

7. DECLARATION

- 7.1. You declare that you are able to stay afloat unaided in open water for more than 30 minutes and that you do not suffer from any illness, ailment or incapacity that may hinder or affect your ability to stay afloat unaided in open water for 30 minutes, or which may prevent you from participating in the activities of Aussie Water Bikes.
- 7.2. You confirm that you have read and understood this Agreement prior to signing it, and it shall be binding upon your heirs, executors, assigns and next of kin.

- 7.3. You confirm that you understand that Aussie Water Bikes will rely on this Agreement.
- 7.4. You declare that you are aged eighteen years or older and that the person(s) for whom or on whose behalf you are acquiring the services for is/are over the age of 12 years and that you have adequate authority to sign this document on their behalf.
- 7.5. You declare that you will abide by the instructions of Aussie Water Bikes staff at all times and that any person(s) for whom or on whose behalf you are acquiring the services for, are under your duty of care and will remain so at all times while participating in the activities.
- 7.6. You acknowledge that participation in the activities is limited to those who weigh no more than 120 kilograms and declare that you weigh no more than 120 kilograms.

The terms of this disclosure statement are hereby acknowledged:

Last Name _____ First Name _____

Full Name and age of Child(ren) _____

Health problems/Medial conditions or disability (please specify including treatment):

***Signature _____ Date ____ / ____ / ____**

**** If this Agreement is being signed by a parent or guardian in respect to any child(ren), the terms of this Agreement apply also in respect of each such child.***

**** Child Signature _____**

Date ____ / ____ / ____

**** To be signed by child(ren) aged 16 or 17 years.**