

ASSUMPTION OF RISK FORM

TERMS AND CONDITIONS FOR PARTICIPATION IN THE RIDE (“Contract”)

Ride Details:

Date: Time: Type of Ride: (Circle): THRILL / SPIN / CHARTER / OTHER

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.

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 injury or death.
2. The CUSTOMER agrees to disclose any pre-existing medical or other condition 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 Cairns Adventures Pty Ltd trading as Bad Fishy (ABN 54 154 077 835) and its 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 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. 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.
4. The CUSTOMER acknowledges that the ride operates in a marine environment where marine stingers, crocodiles and other marine life are present. The CUSTOMER accepts all risks and liability associated with the ride including the possibility of injury, death, loss or damage caused by marine stingers, crocodiles and other marine life and agrees that the CUSTOMER will bear all costs and assume all responsibility and liability in respect of any such injury, death, loss or damage. In the event that the CUSTOMER suffers any injury, illness, or allergy during the ride as a result of any marine stingers, crocodiles and other marine life, the CUSTOMER agrees that the RIDE OPERATOR may provide evacuation, first-aid or medical treatment for the CUSTOMER in its discretion.
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 for injury, death, loss or damage either they or another party, including the RIDE OPERATOR, suffers, which is in any way connected with the ride and/or associated with the CUSTOMER’S consumption of alcohol, drugs, medication or any other mind altering substance either before or during the ride.
6. 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 injury, death, loss or damage.
8. The CUSTOMER acknowledges and agrees that, to the extent permitted by law, the RIDE OPERATOR shall not be liable for any injury, death, loss or damage suffered 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 injury, death, loss or damage was caused or contributed to, directly or indirectly, by any act or omission of the RIDE OPERATOR, including the negligence of the RIDE OPERATOR and/or the CAPTAIN of the vessel. The CUSTOMER unconditionally and irrevocably releases the RIDE OPERATOR and the CAPTAIN from any and all claims and liabilities for any injury, death, loss or damage arising from or in connection with the CUSTOMER’S participation in the ride.
9. The CUSTOMER agrees to indemnify the RIDE OPERATOR against all claims made by any other person against the RIDE OPERATOR in respect of any injury, death, loss or damage, 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 the RIDE OPERATOR against all claims made by, or on behalf of, the Customer in respect of any injury, death, loss or damage, including any expense or loss incurred by the Ride Operator, (however arising, whether directly or indirectly), arising from the CUSTOMER’S breach of this Contract, any acts or omissions or negligence of the CUSTOMER or otherwise arising from or in connection with the CUSTOMER’S participation in the ride.
11. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties and covenants whether implied, expressed by law, and whether in law, equity, under statute or otherwise, are hereby excluded.
12. If the CUSTOMER suffers any injury or illness, 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, injuries, loss or damage must be reported by the CUSTOMER to the RIDE OPERATOR before the CUSTOMER leaves the ride.
13. 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.
14. The CUSTOMER acknowledges that it has read and accepts the RIDE OPERATOR’S Terms and Conditions.

I understand 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 all liability of the RIDE OPERATOR, caused by negligence or otherwise, 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, I represent that I have authority to sign and enter into this Assumption of Risk Form on their behalf.

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)	COUNTRY OF ORIGIN/STATE