

Waiver of Liability for Dolphin, Penguin & Sea Lion Adventure Cruise

This waiver applies to the 'Dolphin, Penguin & Sea Lion Adventure Cruise' operated by Rockingham Wild Encounters Pty Ltd and owned by Dolphin Watch Pty Ltd and/ or any other tours, charters or cruises conducted onboard the vessel known as '100% Wild'.

Acknowledgement and Assumption of Risk

Warning: This may affect your legal rights and obligations. If you have any questions please ask your representative before signing. Like any marine based activity, tour or cruise, passengers travelling onboard '100% Wild' can be exposed to certain inherent risk, therefore: -

I acknowledge and understand that whilst participating in the activity:-

- The conditions in which the activity is conducted may vary without warning.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation.
- I have listened to and understood the tour safety briefing.
- I agree to follow all oral and written instructions given to me by Rockingham Wild Encounters Pty Ltd staff during the tour.
- I will query any matters that I do not understand.
- I am not under the influence of drugs/medication/mind altering substances that affect my understanding of safety instructions, or ability to safely participate.
- I will inform Rockingham Wild Encounters Pty Ltd staff of any mental infirmity, allergies, physical disabilities or any other significant issues that may prejudice my performance/safety or the safety of others.

Sharing Images of the Cruise

Rockingham Wild Encounters will be capturing images of passengers and the cruise which will be made available free of charge by being uploaded to flickr.com.au

I acknowledge and understand that:

- Any images taken during the cruise may be used by Rockingham Wild Encounters for marketing and promotion of their cruises.
- Rockingham Wild Encounters make these images available to view and share by emailing a link to passengers who subscribe to their email database. By leaving my email address on the form overleaf, I agree to join Rockingham Wild Encounters mailing list and am aware that I can unsubscribe at any time.

Release and Indemnity to Dolphin Watch Pty Ltd, Rockingham Wild Encounters Pty Ltd and Penguin Island Cruises Pty Ltd

In consideration of the acceptance of my payment for participating, except to the extent it is precluded by statutory law I agree to release and indemnify Dolphin Watch Pty Ltd, Rockingham Wild Encounters Pty Ltd and Penguin Island Cruises Pty Ltd.

I release, indemnify and hold harmless Dolphin Watch Pty Ltd, Rockingham Wild Encounters Pty Ltd, Penguin Island Cruises Pty Ltd, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

My acceptance of this waiver of liability is demonstrated by my signature overleaf: -