

Waiver of Liability for 'Swim with Wild Dolphins'

This waiver applies to 'Swim with Wild Dolphins' the name of the tour operated by Rockingham Wild Encounters Pty Ltd and owned by Rockingham Dolphins (WA) Pty Ltd and/ or any other tours, charters or cruises conducted onboard the company vessel known as 'Apollo 3'.

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 participating in 'Swim with Wild Dolphins' 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, which affect my understanding of safety instructions, or ability to safely participate.
- I understand that in the interest of crew and passenger safety, RWE crew will be wearing electric shark deterrents known as 'Shark Shields'. Shark Shields website advises that 'Direct contact with, or very close proximity to the antenna, may cause twitching of the surface muscles of the skin, in time with the slow pulsing of the signal. The conductive field readily travels through seawater, it being a better conductor than the human body. Thus the field tends to surround the body rather than penetrate it. Scientific tests show that the type of signal generated by the Shark Shield is unable to pass through body tissues, unlike radio waves or microwaves that readily penetrate the body, and therefore it poses no health problems for users. However, anyone with any health condition which could increase their sensitivity to the fields created by the Shark Shield should not use the device. Such conditions include heart disease, a history of heart attack, peripheral vascular disease, stroke, a history of fainting or epilepsy, lung disease, or if the user is on any prescription drugs that are administered for these conditions. People who have pacemakers or are pregnant must not use the Shark Shield and should also avoid swimming near any other person using the Shark Shield.
- I will inform Rockingham Wild Encounters staff of any mental infirmity, allergies, physical disabilities, medical conditions 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 Rockingham Dolphins (WA) Pty Ltd and Rockingham Wild Encounters 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 Rockingham Dolphins (WA) Pty Ltd and Rockingham Wild Encounters Pty Ltd.
- I release, indemnify and hold harmless Rockingham Dolphins (WA) Pty Ltd and Rockingham Wild Encounters 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: