

Release and Indemnity



“**The Club**” includes Tasmanian Jet Sports Boating Club Inc and all its committee members, members, employees, sponsors, volunteers, agents, and representatives and their respective heirs, successors and assigns (**Club**).

“**Events**” includes participation including without limitation driving, riding, racing, time trials, training, maintaining and participating as a passenger of a personal water craft in any events or affiliated activities organised by the Club including without limitation on touring days, for demonstrations, when providing rides to members of the public, and in competitions or races.

PLEASE NOTE: it is essential to hold current 3rd party property insurance to attend a club ride. You must have cover for damage to other skis, property or injury that you may cause to others even if you choose not to insure your own ski.

In consideration of the Club accepting my membership & permitting me to participate in its Events, I confirm and agree that:

- 1 I am over the age of 18 years and am authorised, qualified, fit and capable to operate a Personal Water Craft.
- 2 I acknowledge that the Club does not provide insurance cover for me and I acknowledge that I am responsible for ensuring that I have appropriate insurance, including but not limited to personal accident insurance and public liability insurance, that it covers all relevant Events, and that I am responsible for keeping it up to date. I guarantee that I hold those insurances including current public liability insurance cover and personal accident cover and will keep these up to date and in force when participating in Events.
- 3 I waive, release and discharge the Club from all and any liability whatsoever for any injury, loss or damages arising out of or in connection with any injuries, losses or damages (or claims or demands for any injuries, losses or damages) to my person or property, including death, whether or not caused by the negligence or fault of the Club, while I am on the property of the Club, using the property, facilities or services of the Club, or participating in any Events.
- 4 I agree not to sue the Club for any injury, loss or damages arising out of or in connection with any injuries, losses or damages (or claims or demands for any injuries, losses or damages) to my person or property, including death, whether or not caused by the negligence or fault of the Club, while I am on the property of the Club, using the property, facilities or services of the Club, or participating in any Events.
- 5 I indemnify and hold the Club harmless against any loss, liability or damage or cost (including legal costs) that it may suffer arising out of or in connection with my use of the property, facilities or services of the Club or my participation in any of the Events, whether or not caused by the Club’s negligence or fault.
- 6 I assume any and all risks of injury, death, loss or damage to my person or property while I am on the property of the Club, using the property, facilities or services of the Club, or participating in any Events.
- 7 I acknowledge that there are inherent dangers involved in the Events which may lead to loss or damage to my person or property, or death. I acknowledge that my personal safety cannot be guaranteed. I agree that I will not participate in any of the Events if I am under the influence of drugs or alcohol, pregnant, or if there is any mental or physical condition that may impair my ability to understand instructions or participate without creating a risk to myself or others. I participate voluntarily and solely at my own risk.
- 8 I understand that it is my responsibility to fully disclose any medical conditions that are relevant to my participation in any Events, obtain the approval of a qualified medical practitioner before participating in any physical activity, cease participation if I feel unusual physical discomfort, and to obtain, review and follow any rules, regulations, instructions or safety protocols of the Club and any legal requirements.
- 9 This agreement is intended to be as broad and inclusive as is permitted by law, and is intended to be fully severable. If any portion of it is held invalid, it is agreed that the remainder of the agreement will remain in full legal force and effect. That includes modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This agreement is to be interpreted according to the laws of the state of Tasmania.

I have read this agreement fully, understand its terms, understand that I have given up significant legal rights by signing it and have signed freely and voluntarily and without inducement, assurance or guarantee being made to me. This agreement binds me and my successors, heirs and assigns.

NAME OF APPLICANT/MEMBER/PASSENGER:

SIGNATURE OF APPLICANT/MEMBER/PASSENGER

(MUST BE SIGNED BY PARENT/GUARDIAN FOR APPLICANT UNDER 18 YEARS OF AGE). DATE