

 The aim of Jetski Tas Inc (jetskitas) is to provide members with a safe environment in which to operate their craft for the various activities we undertake. All members should feel welcome & comfortable as the Club endeavours to cater for all members’ requirements. The Club also aims to promote PWC usage in a safe & controlled manner for the growth & sustainability of the sport in general. Membership is subject to the Club’s Constitution, Code of Conduct, policies & rules.

Waiver of Liability and Indemnity

**ACKNOWLEDGEMENT AND AGREEMENT**

 I agree to abide by the Club rules and the Club’s Code of Conduct, as amended from time to time. I agree to follow reasonable instructions given by the Club during Club activities for my safety and that of other participants. I acknowledge that operating any watercraft can be dangerous and if I choose to participate in any Club activities, I do so at my own risk, as do any passengers who accompany me. I have read the Club’s Release and Indemnity and acknowledge it forms part of my application for, or renewal of, my Club membership.

# RELEASE AND INDEMNITY

**“The Club**” includes Jetski Tas 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, training, maintaining of a personal watercraft, and participating as a passenger, 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 competing in competitions or races.

PLEASE NOTE: Insurance - it is essential to hold at least a current 3rd party property insurance as a minimum requirements to attend a Club Event. If you choose not to insure your own ski that’s your prerogative, however you must have at least a 3rd party (Public) Liability policy to cover damage to other skis, property or injury that you may cause to others.

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

# I am over the age of 18 years and am authorised, qualified, fit and capable to operate a Personal Watercraft.

# 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. The information I provide to the Club – in whatever form I provide it – is accurate and complete.

# 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, or of my passengers, 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.

# 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, or of my passengers, 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.

# 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.

# I assume any and all risks of injury, death, loss or damage to my person or property, and those of my passengers, while I am on the property of the Club, using the property, facilities or services of the Club, or participating in any Events.

# 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, or to my passengers. 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. Mr passengers and I participate voluntarily and solely at our own risk.

# 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.

# 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 and my passengers 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 RIDER:  DATE

SIGNATURE OF RIDER 

Note: APPLICATION FORM MUST BE SIGNED BY PARENT/GUARDIAN FOR APPLICANT UNDER 18 YEARS OF AGE.