

RELKNEX T/A BORROLOOLA HOUSE BOATS

Assumption of Risk and Complete Release of Liability

Boat Passenger Waiver

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE "RELKNEX T/A BORROLOOLA HOUSE BOATS", THEIR EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

1. I understand that there are inherent risks involved with fishing, crabbing, and boating, including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, entering and exiting the water, boarding or disembarking boats, and activities on the docks. I hereby assume all such risks.
2. I understand that I have a duty to exercise reasonable care for my own safety and I agree to do so.
3. I assert that I am physically fit to ride on a boat, and I will not hold the Released Parties responsible if I am injured because of any problems (medical, accidental, or otherwise) which may occur while fishing, crabbing, or otherwise participating in the trip.
4. I will not remove my flotation device at any time while underway. I acknowledge that doing so constitutes a violation of safety rules and procedures, for which I expressly assume the risk.
5. I fully understand that the boat has limited medical facilities and that in the event of illness or injury, appropriate medical care must be summoned by radio and treatment may be delayed until transportation to a proper medical facility is possible. I agree in advance to these conditions.
6. The Released Parties have made no representation to me, implied or otherwise, that they or their crew can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their crew, boats, or passengers responsible for their actions in attempting to perform rescue or first aid.
7. It is my intention by this instrument to waive my right to pursue civil litigation against all persons or entities referred to herein, whether specifically named or not. I intend to exempt and release all Released Parties, and to hold them harmless from any and all liability for personal injury, property damage, or wrongful death caused by negligence or gross negligence. I assume all risks in connection with fishing, crabbing, and boating activities, including but not limited to the maintenance of equipment or organization of this activity.
8. I have carefully read this Release of Liability Waiver in its entirety, fully understand its contents, and agree to its terms and conditions on behalf of myself, my heirs, and personal representatives. This document is the final and entire

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agreement between the Released Parties and the undersigned. There are no warranties, expressed or implied, beyond the descriptions of the activity listed herein. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING WAIVER.

I sign this release of my own free will and agree to be legally bound by it from the date of my signature, forever into the future.

--- Passenger Information & Signature ---

Full Name: _____

Address: _____

City: _____ State: _____ Postcode: _____

Phone: _____

Emergency Contact Name & Number: _____

☐ I am signing on behalf of the party (Only if age 18 or older)

Signature of Participant: _____ Date: _____

--- If Under 18 - Parent/Guardian Consent ---

I certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Released Parties. I, for myself, my child, and all heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Released Parties from any liability, even if arising from their negligence, to the fullest extent permitted by law.

Signature of Parent/Guardian: _____ Print Name: _____ Date: _____

--- Charter Details ---

Signed by the Hirer: _____ Date: _____

Signed by the Operator: _____ Date: _____