**PARTICIPANT WAIVER AND RISK WARNING**

For the purpose of Division 4 of the *Civil Liability Act 2003*(Qld) Division 4, the Participant acknowledges that the use of the Boat supplied by Gold Coast Party Pontoons and the carrying on of the Activities constitutes an ‘obvious risk’ of ‘dangerous recreational activity’. For the purpose of the *Competition and Consumer Act 2010 (Cth)* section 139A of the Australian Consumer Law, the Participant acknowledges that the use of the Boat is ‘recreational services’, is dangerous and that there is a risk to the Participants’ health and safety in participating using and hiring the Boat. The potential risks of hire and use of the Boat include, but are not limited to:

* death;
* physical or mental injury; and/or
* the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to the Participant.

The Participant acknowledges that Gold Coast Party Pontoons’ liability arising from the hire of the Boat is excluded or reduced in so far as is possible as a result of the acknowledgment of the potential risks associated with the Activities in the preceding clause.

By signing this Agreement, the Participant acknowledges, agrees and understands that, to the full extent permitted by law (including by Division 4 of the *Civil Liability Act 2003*(Qld) Division 4 and section 139A of the Australian Consumer Law *Competition and Consumer Act 2010 (Cth)*):

* the Participant has been made aware of the risk of using the Boat;
* the Participant has been made aware of the risk of using all equipment on the boat including but not limited to the use of slides, barbeque facilities and upper levels on the Boat (as applicable);
* the Participant has been made aware of the risk of carrying on the Activities;
* the Participant’s rights to sue Gold Coast Party Pontoons in relation to the hire and use of the Boat, if the Boat hire or associated services were not provided in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded or alternatively limited to a refund of the cost of the Hire Charge; and
* the Participant releases Gold Coast Party Pontoons from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill,

in so far as the Boat hire results in the death or injury of the Customer or any Participant, but not including significant personal injury caused by Gold Coast Party Pontoons’ reckless conduct or negligence.

In addition to any other warranties expressed or implied in this Agreement, to the full extent permitted by law, the Participant (including its heirs, successors, executors, administrators, agents, employees, contractors and assigns) agrees to waive, release and indemnify Gold Coast Party Pontoons in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses arising whatsoever in connection, directly or indirectly, with the hire of the Boat, including without limitation those arising under statute, tort, contract, common law or equity.

The Participant further acknowledges that:

* the Participant’s personal property may be lost, damaged or destroyed in performing the Activity;
* other people may cause the Participant injury or may damage the Participant’s property in the course of using the Boat;
* the Participant may cause injury to other persons or damage their property in using the Boat;
* The natural conditions may vary without warning whilst the Participant is using the Boat;
* The Participant disclosed any pre-existing medical or other condition that may affect the risk that either the Participant or any other person will suffer injury, loss or damage;
* Gold Coast Party Pontoons relies on the information provided by the Participant and the Participant states that all such information is accurate and complete; and

agrees to release and hold harmless Gold Coast Party Pontoons, its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to the Participant or their property or any other person arising from or in connection with the Participants use of the Boat whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused by Gold Coast Party Pontoons’ reckless conduct or negligence.

The Participant agree to indemnify and hold harmless Gold Coast Party Pontoons from all claims, damages, losses, injuries and expenses arising out of or resulting from the Participants use of the Boat. This indemnification extends to all claims made by any other person against Gold Coast Party Pontoons, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with the Participants use of the Boat, other than where the injury, loss, damage or death was caused by Gold Coast Party Pontoons’ reckless conduct or negligence.

The Participant agrees to comply with all rules and directions made or given by Gold Coast Party Pontoons in connection with the use of the Boat. The Participant understands that if they fail to comply with the rules and/or direction of Gold Coast Party Pontoons the Participant may be injured or injure someone else.

The Participant asserts that they are physically fit to ride on the Boat and will not hold the Gold Coast Party Pontoons responsible if they are injured as a result of ANY problems (medical, accidental, or otherwise) which may occur while fishing, utilising any slide located on the Boat, swimming from the boat, crabbing, or any other activities while riding on the Boat, or otherwise participating in the trip.

The Participant agrees that they will not remove their flotation device at any time while underway. The Participant acknowledges that doing so will constitute a violation of safety rules and procedure for which the Participant expressly assumes the risk.

The Participant understands 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 will be delayed until the Participant can be transported to a proper medical facility.

The Participant acknowledges that it does not have to agree to exclude, restrict or modify or waive its rights against, or release, Gold Coast Party Pontoons, however Gold Coast Party Pontoons may refuse to allow the Customer to hire the Boat if the Participant refuses to do so.

Where this Agreement is signed by the Parent/Guardian/Supervisor of the Participant, the Parent/Guardian/Supervisor consents to the minor’s participation in the Activities and provides the acknowledgments and indemnities in this Agreement both in its own right and on the Participant’s behalf. The Parent/Guardian/Supervisor must be present and supervise the minor Participant at all times during the Activities.

**Declaration and Signature**

**Participant 1**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 2**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 3**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 4**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 5**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 6**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 7**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 8**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 9**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 10**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 11**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Participant 12**

I have understood the Safety Briefing, and read and understood the Rental Agreement including the Gold Coast Party Pontoons Hire Terms and Conditions and the Participant Waiver and Risk Warning. I agree to be bound by the terms set out in the Rental Agreement and the Participant Waiver and Risk Warning. I am aware that the Participant Waiver and Risk Warning is a release of liability and a contract between Gold Coast Party Pontoons and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant Date Telephone #

(where over 18 years)

Participant Name Address (including State and Postcode)

Signature of Witness Name of Witness

**To be completed where Participant named above is under the age of 18 years**

**Parent/ Guardian 1**

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold Gold Coast Party Pontoons from any and all liabilities arising from my minor child’s involvement or participation in the Activities and/or recreational services.

Name of Participant under 18 years (as detailed above)

Signature of Legal Guardian Date Telephone #

Legal Guardian Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Parent/ Guardian 2**

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold Gold Coast Party Pontoons from any and all liabilities arising from my minor child’s involvement or participation in the Activities and/or recreational services.

Name of Participant under 18 years (as detailed above)

Signature of Legal Guardian Date Telephone #

Legal Guardian Name Address (including State and Postcode)

Signature of Witness Name of Witness

**Parent/ Guardian 3**

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold Gold Coast Party Pontoons from any and all liabilities arising from my minor child’s involvement or participation in the Activities and/or recreational services.

Name of Participant under 18 years (as detailed above)

Signature of Legal Guardian Date Telephone #

Legal Guardian Name Address (including State and Postcode)

Signature of Witness Name of Witness