

Yeppoon Jetski Tours

Release and Waiver Form



Customer Requirements:

At YEPPOON Jetski Tours, we prioritize safety for all our customers.

Be aware, customers are strictly prohibited from being under the influence of ALCOHOL OR DRUGS while riding our Jetskis. Safety is paramount, and therefore, we provide a comprehensive safety briefing that is essential for all participants to view and understand.

Please note that Jetskiing is not suitable for pregnant customers, and participants must be in good health without any previous neck, back, or spinal injuries or any other medical conditions that may pose a risk.

By booking with YEPPOON Jetski Tours, customers confirm that they, their passengers, or any individuals under 16 listed on the form do not have any current or previous neck, back, or spinal injuries or any other medical conditions that may cause injury to themselves or others participating in the activity.

Release and Waiver – YEPPOON Jetski Tours:

This Release and Waiver Affects Your Legal Rights. Please Read It Very Carefully and Understand It Before You Sign.

(Notice: This form is to be used for ALL Jetski Tours and any related Water Sports Activities)

In consideration of permitting me,

Name: _____

(PRINT PARTICIPANT'S NAME IN FULL) to participate in jetskiing activities and related operations conducted by Yeppoon Jetski Tours

In this Release and Waiver:

(a) 'Organiser' refers to YEPPOON Jetski Tours, including its employees, guides, agents, volunteers, and contractors, along with all other parties involved in the organization and conduct of the Activities.

(b) 'Participant' denotes the person signing this form, including their heirs, next of kin, representatives, successors, executors, administrators, agents, and assigns.

(c) 'Event' signifies the hiring of a Jetski from the Organiser for use by the Participant, either as an operator or passenger at Yeppoon, Queensland and surrounding locations.

(d) 'Activities' encompass the Event and include all matters related to it, such as transport to and from the Event, preparations for participation, instructions and training about the conduct and risks associated with the Event, use of equipment during the Event, and all other matters associated with the performance and participation in the Event, including the provision of medical assistance or treatment.

In cases where this Release and Waiver is signed by a parent or guardian of the Participant, they provide consent for the minor's participation in the Activities and provide acknowledgments, release, and waiver on their own behalf as well as on behalf of the Participant.

ASSUMPTION OF RISK:

The Participant acknowledges that:

(a) Participation in the Activities involves certain risks, including the risk of death, personal injury, and illness due to overexertion or strenuous activity, changing weather conditions, dangerous environments, and limited access to medical support and rescue services.

(b) Participation in the Activities is a voluntary decision made at the Participant's own discretion, fully understanding and appreciating the nature and extent of all risks involved.

(c) The Activities inherently carry dangers and risks, including the real risk of injury or death.

The Participant agrees not to engage in any reckless or dangerous manoeuvres while riding the Jetski, including but not limited to 180s, 360s, or jumps.

If the Participant operates the Jetski during the Event, they must maintain a proper lookout, keep a safe distance from other vessels, objects, and persons, and comply with the rules for preventing collisions at sea.

The Participant acknowledges their responsibility for their own safety and the safety of others.

We encourage participants to inform a guide if they feel lacking in confidence operating the Jetski or encounter any situation that compromises their own or others' safety.

RELEASE AND WAIVER:

By participating in the Activities, the Participant agrees to waive any and all claims, both present and future, against Yeppoon Jetski Tours, releasing the company from any liability for any loss, damage, or expense associated with injury, including death, that the Participant may suffer or sustain as a result of participating in the Activities. This release includes claims arising from negligence, breach of contract, or breach of any statutory or other duty on the part of YEPPOON Jetski Tours, including any failure to instruct, warn, safeguard, or protect the Participant from any risks associated with the Activities.

This document does not prevent YEPPOON Jetski Tours from relying on any laws (including statutes and common law) that limit or preclude their liability.

While this document excludes any term or guarantee that cannot be excluded under applicable laws, the liability of Yeppoon Jetski Tours is limited to the minimum liability allowable by law. Participants should note that they may have rights under consumer guarantees set out in the Australian Consumer Law or the applicable consumer legislation of the relevant State, as mentioned below.

This Release and Waiver, along with any rights, duties, and obligations between the Participant and Yeppoon Jetski Tours, are governed by and interpreted solely in accordance with the laws of Queensland, Australia.

REQUIRED MEDICAL TREATMENT:

The Participant consents to any necessary medical treatment considered appropriate by Yeppoon Jetski Tours in the event of injury or illness during the course of undertaking the Activities.

The Participant agrees to indemnify Yeppoon Jetski Tours in respect of the cost of any medical treatment required.

Please note that the user assumes full liability for any damages that may occur while riding the Jetski.

HEALTH INFORMATION – EXISTING MEDICAL CONDITIONS:

The Participant confirms that they are medically fit to participate in the Activities, warranting that they are not aware of any medical or physical condition that might be aggravated by participating in the Activities.

I understand that jetskiing or related activities may seriously affect any medical or health conditions i may have and agree to accept all responsibility for the result of these activities on my health and safety whether any harm or aggravation to my health and medical conditions whether foreseen or unforeseen. I also accept that I and any of my dependants or persons I am responsible for, are physically and mentally fit to participate in these activities and capable of using the equipment provided.

I hereby agree to listen to and comply with safety briefings and instructions from Yeppoon Jetski Tours staff before participating in jetskiing tour activities.

I hereby agree to wear all protective and safety equipment including life jackets where applicable while jet skiing or participating in any other related water sports activities.

I hereby agree to adhere to maintaining safe distances and keeping away from debris and any other objects in and under the water including the reef, markers and buoys, when participating in jetski activities.

I have read this waiver and release of liability, assumption and risk and indemnity agreements, fully understand its terms, understand that I have waived substantial legal rights by signing it on behalf of myself and my successors, am aware of its legal consequences and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have exercised or waived the opportunity to personally discuss with the tour guide the potential dangers incidental to engaging in jetskiing and related water sports operations.

I hereby declare that I am of legal age and competent to sign this agreement or, if not, my parent or legal guardian shall sign the same on behalf of myself and my successors.

Yes, I have received verbally Yeppoon Jetski Tours Jetski Safety Briefing

Participant's Name: _____

Signature: _____

Date: _____

As parent or guardian, I am signing this WAIVER AND RELEASE OF LIABILITY on behalf of my minor/child who is over the age of 8 years and agree to be specifically bound to all its terms and conditions.

I have read the agreement, fully understand the terms herein, understand that I have waived substantial legal rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releases.

Additionally, I understand the risk of injury or death or damage to property while jetskiing and I have had the opportunity to personally discuss the jetskiing activities and any related activities with the facilitator/instructor prior to commencement of the minor Child's jetskiing activities.

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

Note: This waiver and release of liability, assumption of risk and indemnity agreement is to be signed by the child (must be OVER the age of 8 years) as a participant, as well as by one or both parents or guardian.