

Watercraft Waiver of Liability and Indemnity

I, _____ (full name of guest) on _____ (date)
undertake and represent as follows:

1. DEFINITIONS

Activity means the use of any Watercraft by any person or persons.

Business means Geoff and Katie Wells trading as Woolli River Lodges

Watercraft means any boat, vessel, watercraft or associated equipment provided by the Business for the use of its guests including, but not limited to, kayaks, canoes, paddleboards, paddles and personal flotation devices.

2. RULES

I agree that I will:

- (a) abide by all applicable laws and regulations when using any Watercraft;
- (b) wear a personal floatation device (otherwise known as a lifejacket) at all times whilst on a Watercraft;
- (c) only participate in the Activity between sunrise and sunset;
- (d) return and secure any Watercraft that I have used to 365 North Street, Woolli, NSW 2462 before sunset each day;
- (e) not allow the number of passengers in any Watercraft under my control or supervision to exceed the applicable passenger limit set out in section 3 below;
- (f) supervise any person under my indirect or direct supervision or care at all times while that person participates in the Activity;
- (g) take all reasonably practicable steps to minimise any health and safety risk caused by the use of any Watercraft under my control or supervision;
- (h) take all reasonable care to ensure that no Watercraft are used by any person other than a guest of the Business; and
- (i) take all reasonable care not to damage or lose any Watercraft.

3. PASSENGER LIMITS

#	Vessel Type	Passenger Limit
1	Kayak	1
2	Canoe	2
3	Paddleboards	1

4. WAIVER

I acknowledge and agree that the Activity is in the nature of an "extreme sport" and as such, has inherent dangers and risks, including risk of injury or death to myself or others.

I further acknowledge and agree that due to the nature of the Activity, it would be unreasonable for the Business to be in any way responsible for any injury to me or my death and I hereby, to the full extent permitted by law, waive all of my legal rights of action against and fully release the Business for loss, damages, injury or death howsoever arising out of or in relation to my participation in the Activity including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Business, its office bearers, directors, employees or agents.

I further acknowledge and agree that I will only undertake the Activity freely, voluntarily and absolutely at my own risk and with a full appreciation of the nature and extent of all risks involved in the activity. This waiver shall bind me and my executors.

5. INDEMNITY

I undertake that I will indemnify the Business against all liabilities, claims, actions, suits, proceedings, demands, losses, damages, costs, fees and expenses whatsoever incurred, arising out of or in connection with, or in consequence of:

- any default or breach by me of any of my obligations owed to the Business under or in connection with this waiver; and
- any default or breach of the rules set out in section 2 above by me, anyone occupying a Watercraft with me, my visitors or relatives, or any person under my direct or indirect supervision or care.

Signed, sealed and delivered by:

Witnessed by:
