Sydney Harbour Boating Services Pty Ltd (ACN 164 245 550) trading as Oz Jet Boating (Trading Name), Sydney Jet (Trading Name) and Downunder Jet (Trading Name) (collectively referred to as the "RIDE OPERATOR")

ASSUMPTION OF RISK FORM

TERMS AND CONDITIONS FOR PARTICIPATION IN THE RIDE ("Contract")

* This Assumption of Risk Form forms part of the Ride Operator's Terms and Conditions for participation in the ride.
* If you do not agree to sign this Assumption of Risk Form, you cannot participate in the ride and if payment has already been made, the party that made the payment will be provided with a refund.

Ride Cost: $89.00 or part thereof if purchased as part of a package or promotion.

Reference in this Contract to the '**ride**' includes the boarding of the jet boat or vessel, the entire period of time that the **CUSTOMER** is on the jet boat or vessel, and the **CUSTOMER** disembarking from the jet boat or vessel.

NOTE: The *Competition and Consumer Act 2010* and the Australian Consumer Law (**ACL**) includes a guarantee of due care and skill as it relates to the supply of services to consumers. To the extent that the guarantee of due care and skill (or any other guarantee under the ACL) applies to this Contract and the ride, it cannot be excluded and it is not excluded.

1. The **CUSTOMER** acknowledges and agrees that **JET BOATING**, and boating generally, is an inherently dangerous recreational activity, and that participation in the ride carries with it inherent risk, including the risk of personal injury or death.
2. The **CUSTOMER** has considered the **CUSTOMER'S** own health and ability to participate in the ride, and agrees to disclose any pre-existing medical or other condition (including pregnancy) that may cause the **CUSTOMER** or any other person to suffer injury, or aggravate a pre-existing medical condition, during the ride. The **CUSTOMER** acknowledges that Sydney Harbour Boating Services Pty Ltd (ACN 164 245 550) trading as Oz Jet Boating, Sydney Jet and Downunder Jet, and their employees, officers and agents (hereafter collectively referred to as the **RIDE OPERATOR**) rely on the information provided by the **CUSTOMER** in allowing the **CUSTOMER** on the ride**,** and the **CUSTOMER** guarantees and promises that all such information the **CUSTOMER** has provided to the **RIDE OPERATOR** is accurate and complete.
3. The **CUSTOMER** agrees to wear a life jacket on the vessel at all times. The adult and the child life jackets are rated to carry a maximum weight of 150 and 40 kilograms respectively.
4. The **CUSTOMER** understands and acknowledges that persons with certain body proportions, height and/or weight may not be able to participate on the ride for safety reasons (this includes in respect of clause 3 above). The **CUSTOMER** acknowledges and agrees that the **CAPTAIN** of the vessel, may, in his or her absolute discretion, restrict the **CUSTOMER** from access to the ride if the **CAPTAIN** considers the safety of the **CUSTOMER** or any other person is at risk. In the event that the **CUSTOMER** is restricted from access to the ride due to safety reasons, the **CUSTOMER** will receive a full refund of the ticket price paid by the **CUSTOMER** for the ride.
5. The **CUSTOMER** understands and acknowledges the dangers associated with the consumption of alcohol, drugs, medication or any mind altering substance before or during a ride, and the **CUSTOMER** accepts full responsibility and liability for any personal injury, death or loss, either they or another person, including the **RIDE OPERATOR**, suffers or incurs, which is in any way connected with the ride and the **CUSTOMER'S** consumption of alcohol, drugs, medication or any other mind altering substance either before or during the ride. In this Contract "loss" refers to medical costs and expenses, consequential loss and loss of income, including loss of future earnings.
6. The **CUSTOMER** must not disturb or interfere with other participants of the ride or disturb or interfere with the **CAPTAIN'S** ability to conduct the ride in a safe and secure manner. The **CUSTOMER** agrees to obey and comply with all rules and directions made or given by the **CAPTAIN** of the vessel in connection with the ride. If a **CUSTOMER** fails to comply with the **CAPTAIN'S** rules and/or directions, the **CUSTOMER** will not be permitted to ride or to continue to ride.
7. The **CUSTOMER** accepts all risks associated with the ride including the possibility of personal injury, death or loss.
8. The **CUSTOMER** acknowledges and agrees that, to the extent permitted by law, the **RIDE OPERATOR** and the **CAPTAIN** shall not be liable for any personal injury, death or loss, suffered or incurred by the **CUSTOMER** or by any other person, arising from or in connection with the **CUSTOMER'S** participation in the ride, regardless of whether such personal injury, death or loss was caused directly or indirectly by any act or omission of the **RIDE OPERATOR** and/or the **CAPTAIN**, including the negligence of the **RIDE OPERATOR** and/or the **CAPTAIN** of the vessel. In this context, the **CUSTOMER** unconditionally releases, indemnifies and holds harmless the **RIDE OPERATOR** and the **CAPTAIN** from any and all claims and liabilities for any personal injury, death or loss, arising from or in connection with the **CUSTOMER'S** participation in the ride. This clause, and the indemnities in clauses 9 and 10 of this Contract, do not apply if the injury, death or loss is caused by the reckless conduct of the **RIDE OPERATOR** and/or the **CAPTAIN**.
9. The **CUSTOMER** agrees to indemnify and hold harmless the **RIDE OPERATOR** and the **CAPTAIN** against any and all claims made by any other person against the **RIDE OPERATOR** and/or the **CAPTAIN** in respect of any personal injury, death or loss, arising out of or in connection with the **CUSTOMER'S** failure to comply with this Contract or the **RIDE OPERATOR'S** rules and/or directions, including the **CAPTAIN'S** rules and/or directions.
10. The **CUSTOMER** agrees to indemnify and hold harmless the **RIDE OPERATOR** and the **CAPTAIN** against any and all claims made by or on behalf of the **CUSTOMER** in respect of any personal injury, death or loss, arising from or in connection with the **CUSTOMER'S** participation in the ride.
11. Notwithstanding that the **CUSTOMER** has released the **RIDE OPERATOR** and the **CAPTAIN** and any **AGENTS** or **REFERRING THIRD PARTIES** from liability, in the event that the **CUSTOMER**, or a party claiming on behalf of the **CUSTOMER** decides, or elects, to bring proceedings against the **RIDE OPERATOR** and/or the **CAPTAIN** and/or **AGENTS** or **REFERRING THIRD PARTIES**, the **CUSTOMER,** or the party claiming on behalf of the **CUSTOMER,** agrees to bring those proceedings in the exclusive jurisdiction of New South Wales in Australia, and no other jurisdiction.
12. To the extent permitted by law, the **CUSTOMER** acknowledges and agrees that all warranties and covenants whether imported or expressed by law, and whether in law, equity, under statute or otherwise, are hereby excluded.
13. If the **CUSTOMER** suffers any injury or illness during the ride, the **CUSTOMER** agrees that the **RIDE OPERATOR** may provide evacuation and first-aid treatment. The **CUSTOMER'S** acceptance of these terms and conditions constitutes the **CUSTOMER'S** consent to such evacuation and first-aid treatment being provided. All accidents, personal injuries, loss of valuables or damage must be reported by the **CUSTOMER** to the **RIDE OPERATOR** before the **CUSTOMER** leaves the ride.
14. The **CUSTOMER** agrees that the **RIDE OPERATOR** has the right to use and reproduce any photographs or film taken during the ride, for any purpose whatsoever, without further notification, compensation or payment to the **CUSTOMER**.
15. The **CUSTOMER** acknowledges that it has read, accepts and agrees to the **RIDE OPERATOR'S** Terms and Conditions.

I understand that I have given up substantial rights by signing this Assumption of Risk Form. I sign the Assumption of Risk Form freely and voluntarily, without any inducement made to me and intend my signature to be a complete and unconditional release of the liability of the CAPTAIN and the RIDE OPERATOR, caused by the negligence or otherwise (but excluding reckless conduct) of the RIDE OPERATOR and/or the CAPTAIN arising from or in connection with my participation in the ride, to the extent permitted by law.

Where I sign on behalf of a minor(s), I represent that I have authority to sign and enter into this Assumption of Risk Form on their behalf and that I have explained to the minor(s) that jet boating, and boating generally, is an inherently dangerous recreational activity and carries with it the risk of personal injury or death.

I acknowledge and agree that I have read, fully understand, and agree to be bound by this Contract and Assumption of Risk Form.

NAME OF CUSTOMER (PRINT NAME)	CUSTOMER SIGNATURE (or PARENT/GUARDIAN SIGNATURE if CUSTOMER is under 18)	DATE/RIDE TIME	COUNTRY OF ORIGIN/STATE