

ACKNOWLEDGMENT, WARRANTY, RELEASE & INDEMNITY

Go Wake Pty Ltd

1. The Participant acknowledges and warrants that:
 - (a) Cable water skiing including riding doubles, use of kickers and sliders and other devices provided by the Operator ("Cable Watersports") is a strenuous participation sport with inherent risks to the safety of participants including (but not limited to) personal injury and possibly death.
 - (b) The Operator is only permitting me to participate in Cable Watersports on the condition that:
 - (i) I accept those risks and all liability for the consequences of my participation; and
 - (ii) I will not make any claim for personal injury, death, and damage (including property damage) or other loss and indemnify the Operator for any liability occurring as a result of my participation in Cable Watersports or being at the Operator's premises at 367 David Low Way, Bli Bli, Queensland ("the Watersports Park").
 - (c) I am in good health and free from any potentially adverse medical conditions which might affect my participation in Cable Watersports or the safety of other participants.
 - (d) I have read the Operator's instructions and rules on the signs erected at the entrance to the Watersports Park or from the Operator's Website (www.suncoastcablewatersports.com) and have received a safety briefing at the Watersports Park or by watching the safety video on the Operator's Website.
 - (e) I agree to comply with the instructions, rules and safety requirements of the Operator at all times, including any specific restrictions which may be displayed throughout the Watersports Park and any reasonable verbal and written instructions or warnings issued by the Operator.
 - (f) I will use all safety equipment provided when participating in Cable Watersports and if I supply my own safety equipment, I do so at my own risk and accept full responsibility for any failure or non-performance of such equipment.
 - (g) I will participate to avoid collision with all of the obstacles in the Watersports Park.
 - (h) Tickets will not be refunded for any reason, including due to injury, ticket cancellation or failure to choose a time limit within my skill/fitness level.
 - (i) Management is entitled to cancel any tickets and or membership due to non-compliance to the rules and regulations of the Operator.
2. The Participant releases, discharges, waives and forever holds harmless the Operator from all claims for personal injury, death, damage (including property damage) or otherwise (including any costs or expenses associated with that claim or loss) sustained by the Participant whether caused by the Operator or others negligent acts or willful act or omission, breach of contract, breach of statutory duty or otherwise in connection with the participation in Cable Watersports.
3. The Participant indemnifies the Operator from all claims, liability, losses and demands whatsoever and howsoever arising (including any costs or expenses on an indemnity basis) in connection with my participation in Cable Watersports or otherwise being in the Watersports Park, including in respect of claims by others for loss or damage arising from personal injury, death, damage (including property damage) or otherwise.
4. By personally executing this document as the Participant, I warrant that I am at least 18 years of age. Where this document is executed by a parent, guardian or other adult supervising person for or on behalf of the Participant ("the Executing Person"), the Executing Person warrants that he or she has authority to do so and the Executing Person accepts its terms of behalf of the Participant and indemnifies the Operator in terms of the indemnity in the previous clause as if the Executing Person was the Participant providing the indemnity.
5. As the Participant or the Executing Person, I confirm that I am aware that this document is a legal document and have had the opportunity to take independent legal advice. Having done so or having waived my right to do so, I have signed of my own free will knowing that I have relinquished important legal rights.
6. The Operator for the purpose of this document includes the Operator, its officers, employees, and agents.

Executed as a Deed.

First Name:		Surname:	
Address:			
State:		Post Code:	
Telephone No.:			
Sex:		Date of Birth:	
("the Participant")			
.....		
Signed by Participant (over 18 years)		Witness Name	Witness Signature
Date			
Where Participant is Under 18 years of Age Parent, Guardian or Adult Supervisor Must Sign:			
.....		
Name of Parent/Guardian/Adult Supervisor	Signed by Parent / Guardian / Adult Supervisor:		Relationship to Participant
.....		
Witness Name & Address		Witness Signature	Date