

TOBRUK MEMORIAL POOL
FLOWRIDER DISCLOSURE OF RISK AND RELEASE FORMS
VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY

Full Name _____ Birth Date _____ Age _____

Address _____

Suburb _____ State _____ Postcode _____

Mobile: _____ Email: _____

Emergency Contact Name _____ Emergency Contact Telephone _____

RIDING ON THE FLOWRIDER® IS AN EXTREME SPORT AND HIGH RISK RECREATIONAL ACTIVITY. SHEET WAVE SURFING ON OR IN PROXIMITY TO THE FLOWRIDER® MAY RESULT IN PHYSICAL OR MENTAL INJURY, ILLNESS OR DISEASE, OR DEATH (collectively referred to as "Risks"). This document affects your legal rights. By signing below you acknowledge that you have read and understood the disclosures of Risks, voluntarily accept those Risks, and agree to be bound by all terms of this Release of Liability and Indemnity Agreement.

My signature acknowledges that I or the minor for whom I am a legal guardian (collectively referred to as "I", "me", or "my") have voluntarily and independently chosen to participate in the sheet wave surfing attraction known as the FlowRider® or use a Flowboard™ (collectively referred to as the "Activities") and to use the facilities at Tobruk Memorial Pool, including but not limited to the FlowRider® (collectively referred to as the "Facilities"). I AGREE to abide by the rules and directions relating to the Activities and use of the Facilities.

In consideration for the permission to participate in the Activities and use the Facilities, I acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with BELGRAVIA HEALTH & LEISURE GROUP PTY LTD, CAIRNS REGIONAL COUNCIL, FLOWRIDER, INC., WHITEWATER WEST INDUSTRIES LTD and, AQUATIC DEVELOPMENT GROUP, INC. and each of their related companies, partners, trustees, directors, officers and agents (collectively, "Releasees") as follows:

- 1. ACKNOWLEDGEMENTS OF RISKS:** I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear known and unanticipated risks that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me or my property. However, I am making an informed choice to voluntarily accept such risks which include: (1) physical injuries such as: a) broken bones, b) dislocations, c) torn ligaments and tendons, and d) cuts to the head, body and/or limbs, suffered while riding these extreme sporting attractions; (2) latent or apparent defects or conditions of the Activities or the Facilities; (3) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities (4) the behaviour of co-participants; (5) accidents or incidents in wet areas, such as pool decks or other wet surfaces; and (6) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive.
- 2. ACKNOWLEDGEMENTS OF HEALTH:** I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I have not been advised by a medically qualified person that I should not participate in the Activities and that I have been given the opportunity by the Releasees to review the Facilities as thoroughly as possible and ask questions.
- 3. VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY:** I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me or to my property arising from the participation in the Activities or use of the Facilities. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of an accident, injury or serious illness as a result of my involvement in the Activities. I acknowledge that the Releasees will not arrange insurance to cover me whilst participating in the Activities and that I am responsible for my own personal accident and insurance and ambulance cover.
- 4. RELEASE AND INDEMNITY:** I VOLUNTARILY WAIVE RELEASE AND DISCHARGE TO THE FULL EXTENT PERMITTED BY LAW AND COVENANT NOT TO SUE Releasees and all affiliated persons from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in the

Activities or use of the Facilities, including, but specifically not limited to any and all negligence or fault of Releasees. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law or in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees and all affiliated persons from all defence or any other costs incurred in connection with claims for mental or bodily injury, negligence, wrongful death or property damage that may be filed by me, my child, my heirs or my estate.

AUDIO AND PHOTOGRAPHIC IMAGE RELEASE: I agree to allow my audio, video, and photographic image rights arising out of my participation in or around the Activities to be used by the Releasees or their sponsors in any manner for publicity or promotions without payment or compensation.

ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by me or any employee or agent of Releasees. I agree that if any clause of this Agreement is found to be invalid it shall be severed and that, the balance of the contract will remain in effect.

NO REFUNDS – Refunds will not be issued.

I have read this entire document, understand it completely, and agree to be bound by its terms.

Participant's Name (please print): _____

Participant's Signature: _____ Date: _____

(If Participant is under the age of 18) Legal Guardian Name: _____

(If Participant is under the age of 18) Legal Guardian Signature: _____ Date: _____

DECLARATION BY PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in sheet wave surfing on the FlowRider® the parent or legal guardian of the minor participant must sign this document and do so freely, without any duress and acknowledge that I have read and understand the same. If it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify the Releasees and each of their related companies, partners, trustees, directors, officers and agents if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in sheet wave surfing on the or FlowRider® or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Participant's Legal Name (please print): _____

Legal Guardian Name: _____

Legal Guardian Signature: _____ Date: _____



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