

BUSSELTON JETTY ACTIVITIES

WAIVER AND RELEASE AGREEMENT

Please read carefully before agreeing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to register for and participate in the Busselton Jetty Activities, I agree to the following Waiver and Release Agreement (this "Agreement") for the benefit of Busselton Jetty Incorporated (BJI), its directors, officers, agents, employees and affiliates.

I acknowledge that the Activity involves inherent risks, hazards and dangers that cannot be eliminated, particularly because of the rigorous nature and outdoor setting of the Activity and that it is an Activity that will occur on the water with potential for injury, bites, stings, scratches, drowning etc. I understand that these risks, hazards, and dangers may include bodily injury due to physical exertion (including permanent disability and death), inclement weather conditions, unavailability of immediate medical attention, collision with other vessels, collision with the Jetty or other participants, spectators or support vessels and the presence of obstacles (whether they are obvious or not obvious, man-made or natural).

I understand that the Activity requires good physical conditioning, and I represent that I am in good physical condition, a competent swimmer, it is my choice not to wear a Personal Flotation Device and I am able to safely engage in the Activity. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY. I consent to medical care and transportation in order to obtain treatment in the event of injury and understand that this Agreement extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. I acknowledge that BJI is not responsible for any personal item or property that is lost, damaged or stolen at the Activity. I acknowledge that the Activity organiser reserves the right to cancel the Activity in the event of weather, natural disasters, accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of participants and spectators. In the event of such cancellation, there will be no refund of my payment unless authorized by the Activity organiser.

On my behalf, and on behalf of my heirs, successors, executors and subrogees, I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE BJI from and against any and all claims, causes of action, liabilities, damages, suits, costs and expenses (including medical expenses) (collectively, "Damages") that are related to, arise out of, or are in any way connected with my registration for or participation in the Activity, including Damages resulting from the NEGLIGENCE of BJI . I agree to indemnify, defend and hold harmless BJI from any and all Damages that are related to, arise out of, or are in any way connected with my registration for or participation in the Activity, except to the extent directly attributable to the sole and exclusive negligence or wilful misconduct of BJI.

I hereby grant the organiser of the Activity BJI, permission to take photographs and video recordings of me in conjunction with the Activity, and grant BJI full unrestricted rights to use (without any requirement for compensation) such photographs and video recordings, and my likeness, in any form or medium and for any purpose including any commercial purpose.

I agree that this Agreement intended to be as broad and inclusive as is permitted by applicable law, and if any provision is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect thereof and that is enforceable and this Agreement shall be deemed amended accordingly.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS AGREEMENT. I acknowledge that there are other events I could participate in instead, but I have chosen to participate in the Activity after considering this Agreement. I HEREBY AFFIRM THAT I AM AT LEAST 18 YEARS OLD.

WHERE PARTICIPANT IS A MINOR (UNDER 18 YEARS OLD) OR IS AN INCAPACITATED ADULT.

If the participant is under 18 years old or is an incapacitated adult, a parent, guardian or custodian must sign below.

In consideration for the participant being permitted to register for and participate in the Activity, I, the undersigned parent, guardian or custodian of the participant, on behalf of myself, the participant, the participant's other parents, guardians or custodians and the participant's heirs, successors, executors and subrogees, hereby acknowledge and agree to all of the provisions of this Agreement and, without limiting the generality of the foregoing, KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE BJI from and against any and all Damages that are related to, arise out of, or are in any way connected with the participant's registration for or participation in the Activity, including Damages resulting from the NEGLIGENCE of BJI. I represent and warrant that I am the participant's parent, guardian or custodian and have legal capacity and authority to execute this Agreement. Further, I agree to indemnify, defend and hold harmless BJI from any and all Damages that are related to, arise out of, or are in any way connected with the participant's registration for or participation in the Activity.

Signed:

Date

Witness Sign:

Date: