



Busselton Jetty Inc Waiver for Divers and Snorkellers

Acknowledgement and Assumption of Risk

Please read carefully the information below and tick the boxes to confirm you have read this, sign and return to Busselton Jetty staff.

Acknowledgement and Assumption of Risk

I understand there are inherent and obvious risks from entering the ocean and waters surrounding the Busselton Jetty. I understand there are no lifeguards, shark nets, shields or barriers around the Busselton Jetty.

The risks in the ocean & waters surrounding the Jetty include but are not limited to:

- : Sharks, Marine Life, Stingers, Wind, Currents, Waves, Rough Seas & Vessels.
- : Sharp objects including corals, marine life & sculptures - I will not handle or try and swim inside of.
- : Other Divers or Snorkellers wearing long tail shark shields that could give me an electric shock if I touch or am touched by.
- : Entering under the influence of drugs, alcohol or a depressed mental state.
- : Dive, Snorkel or other equipment failure.

Declaration:

- : I declare am over 18 years of age and mentally capable to accept All of the Risks. I understand that Serious Injury or Death could occur from entering the ocean and waters surrounding the Busselton Jetty.
- : I, and any minors under my guardianship, declare all to be physically capable. I/we do not have any medical conditions that would affect me/us participating safely in the activity, due to the physically strenuous nature of the activities and the environment.
- : I, and any minors under my guardianship, choose to enter the water, accepting all of the risks of this experience, whether foreseen or unforeseen.
- : I have purchased a Dive/Snorkel Jetty Pass containing the Terms and Conditions of Entry and agree that myself and/or any minors under my guardianship, to observe these.





Visitor Name:

Visitor Signature:

Date:

Emergency Contact Number:

Waiver

In this waiver, you are referred to as the “Visitor”. Entering upon the Jetty and into the ocean surrounding the Jetty is referred to as the “activity”.

The Visitor acknowledges and agrees that the activity organised, facilitated or conducted by Busselton Jetty Inc. (“BJI”), which by expression includes BJI’s Officers, Board Members, Members, Volunteers, Employees, Contractors, Funding Bodies, Licensees and Agents, is in nature and a recreational activity of which the Visitor has been warned of obvious and inherent risks, including risks of injury or death to the Visitor.

The Visitor further acknowledges and agrees that due to the nature of the activity in the open ocean and waters around the Busselton Jetty, it would be unreasonable for BJI to be in any way responsible for any injury to or death of the Visitor. The Visitor therefore acknowledges, to the full extent permitted by law, that they waive all of his or her legal rights of action against and fully release BJI for loss, damages, injury or death howsoever arising out of or in relation to the participation by the Visitor in the activity conducted, facilitated or organised by BJI 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 BJI, its officers, Board Members, Members, Employees, Volunteers or Agents.

The Visitor further acknowledges and agrees that he or she has undertaken the activity freely, voluntarily and absolutely at his or her own risk and with a full appreciation of the nature and extent of all risks involved in the activity. This waiver binds the participant and his or her executors.

I(*insert name*) have read, understood and sign this Waiver of legal rights on behalf of myself and any minor I am parent or guardian of.