

CORAL SEA KAYAKING

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WAIVER AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND CHANGES THE LEGAL RELATIONSHIP BETWEEN YOU AND CORAL SEA KAYAKING. IF YOU HAVE ANY QUESTIONS ABOUT THE TERMS OR EFFECTS OF THIS AGREEMENT, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

In consideration of the services of Exocoetidae Expeditions PTY LTD trading as Coral Sea Kayaking (CSK), their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CSK"), I hereby agree to release, indemnify and discharge CSK, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that sea kayaking entails known and unanticipated risks that could result in physical or emotional injury, illness, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. **The risks include but are not limited to:** boat capsize, tidal conditions and currents, travel in remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, illness in remote area, exposure to sun, strong wind, cold storms, large waves, whirlpools, and lightning. Aggressive and/or poisonous marine life, slips and falls while hiking and rapid changing adverse weather and water conditions. Furthermore, CSK guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction. **Initial here _____**
2. I acknowledge that at times Coral Sea Kayaking trips, equipment and participants may be required to be transported in vehicles, vessels and aircraft not operated by Coral Sea Kayaking staff. Due to Coral Sea kayaking not being responsible or in command of these vehicles, vessels or aircraft we cannot be held liable for any actions associated with the use of such transport that causes injury/ illness or death to participants or damage to personal equipment. **Initial here _____**
3. I acknowledge that during Coral Sea Kayaking trips participants may have to interact with general members of the public and that Coral Sea Kayaking cannot be held responsible for any associations or actions from general members of the public that cause harm, injury, illness, virus, disease or death to participants and any subsequent loss or damage of personal equipment. **Initial here _____**
4. I acknowledge that CSK is strictly a kayaking operator and does not conduct, co-ordinate or supervise diving, snorkelling or swimming. CSK staff are not lifeguards or dive instructors. All customers on CSK trips who enter the water to snorkel or swim do so under their own choosing and at their own risk and CSK takes no responsibility for these actions. **Initial here _____**
5. I acknowledge that during Coral Sea Kayaking trips I will be operating in a natural environment and thus accept the risks associated with travelling in such environments included acts of nature and exposure to wild and domestic animals both marine and terrestrial. The risks include but are not limited to: injury and illness caused by tree and rock fall and bites and stings caused by wild and domestic animals. In such an event Coral Sea Kayaking cannot be held responsible for acts of nature or actions by wild or domestic animals that cause harm, injury, illness or death to participants and any subsequent loss or damage of personal equipment. **Initial here _____**
6. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. **Initial here _____**
7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CSK from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CSK's equipment or facilities, **including any such claims against CSK that allege negligent acts or omissions to the extent permitted by law.** **Initial here _____**
8. Should CSK or anyone acting on their behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. **Initial here _____**
9. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. I agree to bear the costs of such injury or damage. I further certify that I have no known medical or physical conditions that would interfere with my safety in this activity. I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by any such condition. I also declare that I have notified CSK of any known pre-existing medical conditions I suffer from and agree that I am responsible for the supply and administration of my own medications including medications for allergies and anaphylaxis for pre-existing medical conditions. **Initial here _____**
10. In the event that I file a lawsuit against CSK, I agree to do so solely in the state of Queensland; Australia and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. **Initial here _____**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity I may be found by a court of law to have waived my right to maintain a lawsuit against Coral Sea kayaking and individuals representing Coral Sea Kayaking on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Participants name: _____ Signature of participant: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (must be completed for all participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by CSK to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CSK from any and all claims that are brought by or on behalf of the Minor, and that are in any way connected with such use or participation by the Minor.

Parent or Guardian Signature: _____ Name _____ Date: _____