



APYAC RISK WAIVER FORM

1. I **ACKNOWLEDGE AND AGREE** to participate in the Hire and use of the Boat, that my participation is voluntary and I acknowledge that the use of the Boat may constitute an 'obvious risk'. I assume full responsibility for my own safety without limitation while participating in the Hire of the Boat.
2. I **ACKNOWLEDGE AND AGREE** that for the purposes of the Australian Consumer Law, the use of the Boat is 'recreational services' and the Hire of the Boat and participation attaches obvious risks associated including but not limited to death, personal or mental injury, equipment failure, the acts of others and the general inherent risks of the use of the Boat at sea. I further acknowledge and agree that APYAC's liability arising from the Hire of the Boat is excluded or reduced as a result of the acknowledgement herein of the obvious risks.
3. I **ACKNOWLEDGE AND UNDERSTAND** that to the full extent permitted by law, including Wrongs Act 1958 (Vic) and Australian Consumer Law, I:
 - a. have been told and accept the risks associated with the safe use and operation of the Boat;
 - b. have been told and accept that while all due care is taken to ensure the safety of the Hirer, passengers and APYAC members, boating is inherently dangerous;
 - c. I have received the appropriate training to operate the Boat and that I am capable in my ability to do so.
4. I **ACKNOWLEDGE AND AGREE** that several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the APYAC is required to ensure that the recreational services it supplies to you:
 - a. are rendered with due care and skill; and
 - b. are reasonably fit for any purpose which you, either expressly or by implication, make known to APYAC; and
 - c. might reasonably be expected to achieve any result you have made known to APYAC.
5. I **ACKNOWLEDGE AND AGREE** that I **RELEASE** from liability and hold harmless APYAC, its directors, employees, contractors, servants and agents from and against any and all claims, allegations, debts, causes of action, liabilities, proceedings, rights, entitlements, demands, obligations, losses, expenses, costs and damages, of any kind arising out of the Hire of the Boat.

Signature:

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Name (Print):

Date:

Signature of Witness:

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Name and Address of Witness:

Date: