

WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY AND SIGN BELOW TO INDICATE YOUR ACCEPTANCE OF ITS TERMS

Full Name:.....
I.D./Driver License #:
Contact Number:
Gender:.....
Nationality:.....
Email:.....



I hereby acknowledge and understand as follows:-

- The Fishing Charters arranged for or conducted by Kristopher Ray Trading as Razorfish Fishing Charters (“the Business”) have inherent dangers and risks, including, but not limited to, the risk of injury or death to myself and others as well as damage or loss to personal property, and that no amount of care, caution, instruction or expertise can eliminate all of these risks.
- These risks include, but are not limited to:-
 - frequently changing weather, wind and ocean conditions that may cause the seas to become rough and unpredictable;
 - high winds;
 - pitching and rolling of vessels or other marine recreation equipment;
 - wet and/or slippery surfaces, decks, ladders, stairs, steps and/or railings;
 - uneven surfaces, shifting/moving surfaces, fall/tip hazards, currents/surges/waves, vessels and their mooring lines/equipment encountered while boarding and /or exiting vessels ashore, on the beach or on the open ocean; and
 - and vessel traffic that can cause collisions and wakes, all of which can cause bodily contact with harmful and or moving objects and surfaces.
- In-water activities expose me to risks of drowning, choking, water ingestion, hypothermia, and /or injuries from marine life and environments.
- I am endeavouring upon the Fishing Charter at my own sole risk.
- I must comply with all of the Business employees and agent’s directions and safety instructions given before and during the Fishing Charter, and always remain alert while participating in the Fishing Charter to minimise the risk of injury to myself and others.
- I agree that, should I having any pre-existing medical conditions, diseases, illnesses, issues, symptoms, injuries or otherwise, I will consult a physician or medical professional before participating in the Fishing Charter for medical clearance to do so. By participating in the Fishing Charter, I declare that I have not been advised by a physician or medical professional to not participate. If I decide to not consult a

physician or medical professional, I declare that I am in adequate physical and psychological shape to participate in the Fishing Charter.

- I hereby, waive all of my legal rights of action against the Business and its office bearers, employees or agents and fully release, indemnify, exclude, discharge and forever hold harmless, the Business from any liability for any loss or damage arising from personal injury, property damage, medical costs, death or otherwise arising out of or in relation to undertaking the Fishing Activity including without limitation, liability for any negligent or tortuous act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Business, its office bearers, employees or agents.
- Under the Australian Consumer Law ('ACL'), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Business is required to ensure that the services it supplies to you:-
 - are rendered with due care and skill; and
 - are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
 - might reasonably be expected to achieve any result you have made known to the supplier.

Under section 64A of the ACL, the Business is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ACL if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

- The Business may videotape, audiotape, or photograph me from time to time for instructional and promotional purposes. I consent to the Business using these videotapes, audiotapes or photographs without consent or compensation. If you do not wish to appear in videotape, audiotape and photographs you must inform the Business. I release, defend, indemnity and hold harmless, the business and its office bearers, employees or agents from and against any and all claims, damages or liability arising from or related to the use of the videotapes, audiotapes and photographs, including but not limited to claims of defamation, invasion of privacy or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.
- I have read this Waiver, Release and Assumption of Risk Agreement. fully understand its terms, understand that I have given up rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release form all liability to the greatest extent allowed by law.

By signing below, I declare that I have read and understand this Waiver.

Signed this day/...../.....at.....

By (Full name).....

Signature.....