

CONTRACT BETWEEN CUSTOMER AND SYDNEY HARBOUR ATTRACTIONS PTY LTD (ACN 082 702 412)



t/a THUNDER JET BOAT ASSUMPTION OF RISK FORM - TERMS AND CONDITIONS FOR PARTICIPATION IN THE RIDE ("Contract")

For the avoidance of doubt, reference in this Contract to "the ride" or "activity" includes the boarding of the vessel by the CUSTOMER, the entire period of time that the CUSTOMER is on the vessel, and the CUSTOMER disembarking from the vessel.

LIABILITY AND WAIVER OF RESPONSIBILITY

- 1.The CUSTOMER acknowledges and agrees that the activity they are about to engage in, being, JET BOATING is an inherently dangerous recreational activity, and that participation in the ride carries with it inherent and obvious risks, including the risk of injury or death.
- 2.The CUSTOMER accepts that he/she engages in the activity of JET BOATING at his/her own risk and accepts all risks associated with the ride including the possibility of injury, death, loss or damage.
- 3.The CUSTOMER acknowledges that they are contracting with Sydney Harbour Attractions Pty Ltd t/as THUNDER JET BOAT (hereafter collectively referred to as THUNDER JET BOAT).
4. The CUSTOMER understands that the THUNDER JET BOAT ride is a high speed thrill ride where the Jet Boat chases after waves so as to become airborne, landing hard on the water, the vessel will slide, spin, brake and encounter bumps and turns without warning.
- 5.The CUSTOMER agrees that they have been warned by THUNDER JET BOAT of the risks associated with the ride, including injury, death or loss or damage arising from or in connection with the CUSTOMER'S participation in the ride.
- 6.The CUSTOMER acknowledges and agrees that, to the extent permitted by law, THUNDER JET BOAT, its employees, contractors, sub- contractors and agents shall not be liable for any injury, death, loss or damage suffered by the CUSTOMER or by any other person arising from or in connection with the CUSTOMER's participation in the ride, or to the CUSTOMER's property regardless of whether such injury, death, loss or damage was caused directly or indirectly by any act or omission of THUNDER JET BOAT, including the negligence of THUNDER JET BOAT and/or the CAPTAIN of the vessel. The CUSTOMER unconditionally releases THUNDER JET BOAT and the CAPTAIN from any and all claims and liabilities for any injury, death, loss or damage arising from or in connection with the CUSTOMER'S participation in the ride.
- 7.All limitations, exceptions and conditions herein contained as to the liability of THUNDER JET BOAT shall apply also to the liability, if any, of owners, charterers, lessee, lessor of the vessel, and THUNDER JET BOAT employees, contractors, sub-contractors or agents (hereafter referred to as Third Parties). For the purpose of this Contract, THUNDER JET BOAT shall be deemed to contract on behalf of and for the benefit of all persons or companies who are or may be its Third Parties from time to time and all such persons shall to this extent be or be deemed to be parties to the Contract contained in or evidenced by this document or the ticket presented to the CUSTOMER and for the purpose of all the provisions of this Contract THUNDER JET BOAT is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons or companies who are or might be Third Parties from time to time and all such persons or companies shall to this extent be or be deemed to be parties to the Contract.
- 8.If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that THUNDER JET BOAT may provide evacuation and first- aid. The CUSTOMER's acceptance of these terms and conditions constitutes the CUSTOMER's consent to such evacuation and/or first-aid and being provided. All accidents, injuries, loss or damage must be reported by the CUSTOMER to THUNDER JET BOAT before the CUSTOMER leaves the ride.
- 9.The CUSTOMER agrees to indemnify THUNDER JET BOAT against any claims made by or on behalf of the CUSTOMER in respect of any injury, death, loss or damage to their person or property arising from or in connection with the CUSTOMER's participation in the ride.
10. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties and covenants whether imported, expressed by law, and either in law, equity, under statute or otherwise, are hereby excluded.
- 11.The CUSTOMER agrees to indemnify THUNDER JET BOAT against all claims made by any other person against THUNDER JET BOAT in respect of any injury, death, loss or damage arising out of or in connection with the CUSTOMER's failure to comply with this Contract or THUNDER JET BOAT rules and/or directions, including the CAPTAIN's rules and/or directions.

MEDICAL CONDITIONS

- 12.The CUSTOMER agrees to disclose any pre-existing medical or other condition that may cause the CUSTOMER or any other person to suffer injury, or aggravate a pre-existing medical condition during the ride. The CUSTOMER acknowledges that THUNDER JET BOAT, its Third Parties rely on the information provided by the CUSTOMER in allowing the CUSTOMER on the ride, and the CUSTOMER guarantees and promises that all such information the CUSTOMER has provided is accurate and complete.
- 13.The CUSTOMER agrees to indemnify THUNDER JET BOAT against any claims made by or on behalf of the CUSTOMER in respect of any injury, death, loss or damage including in relation to the aggravation of a pre-existing condition arising from or in connection with the CUSTOMER's participation in the ride.

CUSTOMER BEHAVIOUR

- 14.The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol, drugs, medication or any mind altering substance before or during a ride, and the CUSTOMER accepts full responsibility for injury, death, loss or damage either they or another party, including THUNDER JET BOAT, suffers, which is in any way connected with the ride and/or associated with the CUSTOMER'S consumption of alcohol, drugs, medication or any other mind altering substance either before or during the ride.
- 15.The CUSTOMER agrees to obey and comply with all rules and directions made or given by THUNDER JET BOAT representatives, including the CAPTAIN of the vessel in connection with the ride. If a CUSTOMER fails to comply with the CAPTAIN's rules and/or directions, the CUSTOMER will not be permitted to ride or to continue to ride, and no refund will be given.

PHOTOGRAPHS

- 16.THUNDER JET BOAT retains the right to use and reproduce any photographs taken for any purpose.

The *Competition and Consumer Act 2010* and the Australian Consumer Law (ACL) implies a guarantee of due care and skill into contracts for the supply of services to consumers, as defined by the ACL. To the extent that the guarantee of due care and skill (or any other guarantee under the ACL) applies to this Contract and the ride, it cannot be excluded.

I understand I have given up substantial rights by signing this Assumption of Risk Form. I sign the Contract and Assumption of Risk Form freely and voluntarily, without any inducement made to me and intend the Contract and signature to be a complete and unconditional release of all liability of THUNDER JET BOAT its employees and agents, owners, lessees, lessors or charterers caused by negligence or otherwise, arising from or in connection with my participation in the ride, to the extent permitted by law.

Where I sign on behalf of a minor (under 18 years of age), I represent that I have the authority to sign and enter into this Assumption of Risk Form on their behalf. I acknowledge and agree that I have read, fully understand, and agree to be bound by this Contract and Assumption of Risk Form.

ASSUMPTION OF RISK FORM - TERMS AND CONDITIONS FOR PARTICIPATION IN THE RIDE ("Contract")

Ride Details: Date: Time :..... Type of Ride (CIRCLE): THUNDER TWIST / EXTREME ADRENALIN RUSH RIDE / CHARTER

NAME OF CUSTOMER (PRINT NAME)	Tick If Minor	CUSTOMER SIGNATURE (or PARENT/GUARDIAN SIGNATURE if CUSTOMER is under 18)	EMAIL ADDRESS