



ABN: 33 157 861 188

Unit 6, 2 Link Dr, Yatala,

QLD, 4207, Australia.

P O Box 6069, Yatala DC, QLD, 4207.

Phone: +61 (0)7 3339 7915

Fax: +61 (0)7 3339 7916

Email: [dennist@kayakspecialists.com.au](mailto:dennist@kayakspecialists.com.au)

Web: [www.kayakspecialists.com.au](http://www.kayakspecialists.com.au)

## LIABILITY, WAIVER, RELEASE and INDEMNITY

***WARNING: This is a legal document that affects your rights. If you do not understand it, consult a lawyer before signing it***

Full Name:

Email Address:

Tel:

Address:

Postcode:

Date of Birth:

Emergency Contact Name:

Phone number:

Known medical conditions or disabilities:

TO: Australian Kayak Specialists (Pty) Ltd and their respective directors, officers, employees, agents, contractors, representatives and volunteers ("AKS")

In consideration of AKS allowing me to participate in its events "The AKS Noosa Starlight Challenge Kayak Fishing Competition":

1. I acknowledge that participation involves the real risk of injury, possibly serious. This includes injuries related to or resulting from pre-existing disabilities or medical conditions.
2. It is not possible to list all potential injuries or their possible causes. Injury may be unforeseen, accidental or preventable. Although it is uncommon, the injury may be extremely serious. Injury might be caused by failure to follow instructions, failure to wear protective equipment, carelessness, the negligence of co-participants, the neglect of other users of the common water, equipment failure or other causes.
3. I understand that before participating in any physical activity, I should obtain the approval of a qualified medical practitioner. This is particularly important if I am over 35 years of age or I have a pre-existing disability or medical condition.
4. By participating, I accept all risks necessarily flowing from my participation which could result in loss of life, temporary or permanent injury or economic loss.

Accordingly, I release AKS from, and will indemnify it against (to the extent my actions are not excused or protected by law), all liability for all injury, loss or damage arising out of or connected with my participation in this AKS event. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns. It includes loss or damage related to my equipment.

5. I have disclosed to you (on this form) all personal medical and other details that might be relevant to my participation or if medical treatment is needed.
6. I consent to receiving any medical treatment or injury assistance that AKS thinks desirable during or after my participation. However, I do not require that special medical facilities or equipment be made available for me and I understand that treatment or assistance might not be immediately available when needed.
7. I understand that any insurance cover effected for participants may not cover me for any or all injury, loss or damage sustained by me.
8. I acknowledge that safety precautions undertaken by AKS (such as general instruction, course suggestion, safety briefings, and safety equipment provision and equipment safety checks) are a service to me and other participants but are not a guarantee of safety.
9. Kayaks are paddled by me at my risk. AKS is not responsible for injury, loss or damage resulting from a participant's inexperience, or inability to control the Kayak.

I certify that I am 18 years of age or older and I have read this document and fully understand it and agree to abide by the terms referred to above. I indemnify and will keep indemnified AKS and all other people referred to above on the terms referred to above.

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Signature

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Date

Full Name:

**DECLARATION BY PARENT OR GUARDIAN (for Participants under 18 years of age)**

As parent or guardian of the participant and on behalf of myself and the participant:

\* I have read this document and fully understand it and agree to abide by the terms referred to above.

\* I indemnify and will keep indemnified AKS and all other people referred to above on the terms referred to above.

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Parent/Guardian Signature

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Date

Full Name: