



STATEMENT OF RISKS AND LIABILITY

Please read carefully before signing.

This is a statement in which you are informed of the risks of powerboat racing. The statement also sets out the circumstances in which you participate in the powerboat racing events at your own risk.

Your signature on this statement is required as proof that you have received and read this statement. It is important that you read the contents of this statement before signing it. If you do not understand anything contained in this statement, then please discuss it with race officials and your rescue and recovery crew, which includes all divers.

WARNING: *Powerboat racing has inherent risks, which may result in serious injury or death.*

Driving a powerboat in racing conditions involves inherent risks; death, dismemberment, head and spinal injuries, drowning and other serious injuries that can require treatment, hospitalisation and rehabilitation. Boat racing events, may be conducted at a site that is remote, either by time or distance or both, from a treatment facility. Powerboat racing is a physically strenuous activity and you will be exerting yourself during race events. You must advise truthfully and fully inform race officials including rescue and recovery personnel of any significant medical issues including any prudent past medical history.

EXCLUSION OF LIABILITY, Neither the divers,

James Welsh	
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,the rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Inc., accept any responsibility for any death, injury or other loss suffered or caused by you resulting from your own conduct or any matter or condition under your control which amounts to your own contributory negligence.

In my absence of any negligence or other breach of duty by the divers,

James Welsh	
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,the rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Incorporated your participation in this powerboat racing event is entirely at your own risk.

I acknowledge receipt of this statement and have read all of the terms before signing this statement.

.....Boat Name:.....
PARTICIPANT'S NAME (Please Print)

.....Date:...../...../.....
PARTICIPANT'S SIGNATURE

.....Date:...../...../.....
SIGNATURE OF PARTENT OR GUARDIAN (where applicable)

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully and fill in all blanks before signing.

I, _____ hereby affirm that I am aware that powerboat racing has

DRIVER'S NAME

inherent risks, which may result in serious injury or death.

I understand that Driving a powerboat in racing conditions involves inherent risks; death, dismemberment, head and spinal injuries, drowning and other serious injuries that can require treatment, hospitalisation and rehabilitation. Boat racing events, may be conducted at a site that is remote, either by time or distance or both, from a treatment facility. Powerboat racing is a physically strenuous activity and you will be exerting yourself during race events. I still choose to proceed with such powerboat racing activities in spite of the possibility of injury and or death caused by or resulting from my own conduct during an event.

I understand this Liability Release and Assumption of Risk Agreement (Release) hereby encompasses and applies to all boat driving activities in which I choose to participate in as part of powerboat racing events.

I understand and agree that this Release applies to all divers,

1: James Welsh	2:
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the rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Incorporated, and any respective employee, officers, agents, contractors or assigns, (hereinafter referred to as "Released Parties"). The "Released Parties" may not be held liable or responsible in any way for any injury, death, or other damages or loss to me, my family, estate heirs or assigns that may occur as a result of my participation in this powerboat racing event program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this race meeting, I hereby personally assume all risks of driving in these race events, whether foreseen or unforeseen, that may befall me while I am participating in this powerboat racing event, including but not limited to testing, warm-up sessions, racing activities, dangerous behaviour and emergency diver retrieval from my race boat and water.

I further release, exempt and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate heirs, or assigns, arising out of my enrolment and participation in this event including both claims arising during the event or after I have finished my events for the day.

I also understand that driving a powerboat in racing conditions is a physically strenuous activity and that I will be exerting myself during this event, and that if I am injured as a result of heart attack, panic, drowning, head injury or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I, _____ BY THIS STATEMENT AGREE TO
PARTICIPANTS NAME

EXEMPT AND RELEASE THE DIVERS, 1: James Welsh 2, the rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Inc., and all related entities as defined above, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to, the negligence of the Released Parties, whether passive or active.

I have fully informed myself of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

PARTICIPANTS SIGNATURE

DATE (Day / Month / Year)

SIGNATURE OF PARENT OR GUARDIAN (Where Applicable)

DATE (Day / Month / Year)



BUNDABERG POWERBOAT CLUB INCORPORATED INDEMNITY FORM

VENUE: - SANDY HOOK AQUATIC ZONE - BUNDABERG, QLD.

COVERING: - Drivers, Team Owner, Sponsors, Race Circuit Property Owners and Managers, Bundaberg Powerboat Club Incorporated or their members.

I (full name):

Of (address):

Hereby agreed to be bound by the following terms & conditions:

1. I accept that Power Boat Racing is dangerous. As a Competitor or Official, I accept that I will have access to areas denied to the general public, where risks of injury or death are present.
2. I have examined and made myself aware of the racing venue, safety gear and other aspects of the venue, and I am satisfied and accept the risks that exist in this environment.
3. I will, if at any time I consider the course or sections of the venue to be unsafe, voluntarily withdraw from racing or participation in the event.
4. I agree, at all times, to abide by the directions, rules and regulations from the Officer of the Day and will comply with the requirements under the Transport Operations (Marine Safety) Act 1994, and Transport Operations (Marine Safety) Regulation, 2004. Equipment or inspections required by such rules or legislation, cannot guarantee the safety of my equipment, or myself and in some circumstances may make it more dangerous.
5. I do not rely upon inspections of vessels and equipment required under Bundaberg Powerboat Club Incorporated rules, to find any faults with that equipment.
6. I accept full responsibility for any person/s who are in my care.

I understand and agree that my safety is my own responsibility.

I release the Bundaberg Powerboat Club Incorporated and officials of either, and any associated party, from all liability arising from my participation in power boat events, howsoever caused, and have advised my family and heirs of this. Neither I nor my family or heirs will take legal proceedings against the Bundaberg Powerboat Club Incorporated for any injury I may suffer as a result of my participation in this event.

I understand that I may be giving up certain legal rights, in signing this declaration and if I wish, I may obtain advice from my own lawyers / solicitors.

DECLARATION BY DRIVER/S I/We, the undersigned, understand that the race entered is dangerous and acknowledge and accept entirely at my/our own risk, injury or damage to person or property which may be sustained or incurred as a result of or arising out of my/our participation in the said race or event.

SIGNATURE OF DRIVER/S.....DATE.....