



Assumption of Risks, Complete Release of Liability and Water/Swimming Activities Waiver

I understand that the purpose of signing this document is to exempt and release Barkly Shire Council, employees, agents, and associated personnel hereinafter referred to as "Released Parties," and to hold these entities harmless from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part including, but not limited to, negligence of any type.

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH SWIMMING, BOATING AND WATER ACTIVITIES, including but not limited to, equipment failure, perils of the sea, weather, harm caused by marine creatures (including bites), insects, sunburn, dehydration, acts of fellow participants or terrorism, entering and exiting the water, boarding or disembarking boats, activities on the docks. etc. and I HEREBY ASSUME ANY AND ALL SUCH RISKS. If I do not speak English, it is my responsibility to inform an authorised representative of the Released Parties so an interpreter may be found.
2. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND THE SAFETY OF THOSE FOR WHOM I AM RESPONSIBLE, AND I AGREE TO DO SO. I will supervise any children at all times and ensure that those under 13 wear a life vest at all times, whether in the water or while on a vessel.
3. I assert that I am physically fit to swim, ride on a boat, engage in any activities, either in a boat or in water, and I will not hold the Released Parties responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while swimming, floating, riding on a boat, or otherwise participating in the activity. I understand that proper swim attire is required and that nude or night swimming is strictly prohibited.
4. **Children less than 13 yrs. must wear life vests at ALL times while on vessel or in the water and will not remove floatation device at any time while in the water.**
5. I will not be under the influence of drugs or alcohol, which would impair my ability. I acknowledge and agreed this activity has inherent risks. I have full knowledge of the nature and extent of all the risks associated with this activity.
6. If I become distressed at the surface, or observe others in distress, I will immediately notify an authorised representative of the Released Parties.
7. I fully understand that the Released Parties may not have medical facilities, and that in the event of illness or injury, appropriate medical care must be summoned by telephone with treatment delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.
8. The Released Parties have made no representation to me implied or otherwise that they or their authorised representatives can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid, I would like assistance and will not hold the Released Parties, their representatives, passengers or others responsible for their actions in attempting the performance of rescue or first aid. **It is my responsibility to furnish an interpreter if I do not understand English.**
9. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE. I ASSUME ALL RISKS IN CONNECTION WITH SWIMMING, BOATING AND WATER ACTIVITIES INCLUDING, BUT NOT LIMITED TO, THE MAINTENANCE OF THE EQUIPMENT OR ORGANISATION OF THIS ACTIVITY.
10. I have carefully read this contract in its entirety, fully understand its contents, do hereby verify that I had an interpreter if I am a non-English speaking person, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the Undersigned (signature on the reverse of this page.) There are NO WARRANTIES, expressed or implied, which extend beyond the description of the activity listed on this form.

BARKLY REGIONAL COUNCIL



THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.

I have read this agreement and am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future. This is to certify also that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless all parties to the fullest extent permitted by law of the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.

My signature and printed name on this page attests to my full understanding, agreement and acceptance of inherent risks to participate in the activities.

Participant name: _____

Age: _____ Phone number: _____

Participant signature: _____

Date: ____ / ____ / ____

Parental/Guardian Consent: (To be completed and signed by parent/guardian for participants under 18 years of age). I certify that I am the parent or legal guardian of the above participant and that I am entitled to his or her custody and control and I do hereby give permission for the Child to participate in the above activity. I further certify that the Child is in good health and has no physical or other impediment which would endanger him or her while participating in this activity. I realise that by participating in this program, the Child will be exposed to a risk of injury or death. I understand the dangers incidental to participating in the program and the need for safety precautions, and I have discussed the dangers of the program and the need for safety precautions with the Child. I hereby execute the above Agreement Waiver, and Release on his/her behalf.

Parent/guardian signature: _____

Parent/guardian name printed: _____ Date: ____ / ____ / ____