



Jet Ski Hire Activity Terms and Conditions

Hire fee

1. I agree to pay a hire fee to Loveday 4x4 Adventure Park which entitles me to participate in the Jet Ski Activity's, on the terms and conditions set out below.

Refund of hire fee

2. Subject to clause 3, I agree that after I pay the hire fee I shall not be entitled to a refund of the hire fee.

3. I acknowledge that Loveday 4x4 Adventure Park may, in its sole discretion, delay, modify, cancel and change the date or time of an activity. If Loveday 4x4 Adventure Park cancels an activity due to unforeseen circumstances, then Loveday 4x4 Adventure Park may, in its discretion, provide a refund or a partial refund of the hire fee to me.

Exclusion of liability - general and including personal injury and damage to property

4. To the maximum extent permissible by law, I hereby release Loveday 4x4 Adventure Park, its officers, employees and agents and each of them from any liability whatsoever arising from or connected with my participation in the activity.

Exclusion of liability - consequential loss

5. I agree that Loveday 4x4 Adventure Park shall not be liable for any loss whatsoever that I may suffer as a result (whether directly or indirectly) from any delay, cancellation or change of date of an activity.

6. The releases in clause 4 and 5 are not intended to affect any liability Loveday 4x4 Adventure Park may have under the consumer guarantees (to the extent that they apply) set out in the Australian Consumer Law.

Indemnity

7. I hereby agree to indemnify Loveday 4x4 Adventure Park, its officers, employees and agents and each of them against any claims made against them by any other participant in a Loveday 4x4 Adventure Park activity where such claims arise from (whether directly or indirectly) my participation in or my actions or omissions (whether negligent or otherwise) during a Loveday 4x4 Adventure Park activity.

Risk and Physical Preparedness

8. I understand and acknowledge that participating in a Loveday 4x4 Adventure Park activity is a physically and mentally arduous and potentially dangerous activity which involves the risk of serious injury and/or death.

9. I acknowledge that in addition to the general risk of serious injury and/or death to which I may be exposed as set out in the preceding paragraph, I may specifically be exposed to the following risks:

- A. smoke inhalation;**
- B. injury resulting from falls, including from falls at height;**
- C. concussion;**
- D. cuts and abrasions;**
- E. burns;**
- F. fractures;**
- G. dislocations;**
- H. confined spaces;**
- I. heights;**
- J. water;**
- K. extreme cold and heat and cold and heat related illnesses including but not limited to hypothermia, hyperthermia and sunstroke;**
- L. inclement weather;**
- M. isolation;**
- N. vehicle accident; and**
- o. Physical exertion and exhaustion generally.**

10. I acknowledge that the above list of potential risks is not intended to be exhaustive.

11. I acknowledge and warrant that I am in good health and in proper physical condition to safely participate in a Loveday 4x4 Adventure Park activity. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in a Loveday 4x4 Adventure Park activity, or that would result in my participation creating a risk of danger to myself or to others.

Activity Rules

12. I agree to abide by all written and/or posted rules for Jet Ski operation, as well as all written and/or posted rules of Loveday 4x4 Adventure Park. I further agree to comply with all directions, instructions and decisions of Loveday 4x4 Adventure Park, its employees and agents and venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

13. I agree that Loveday 4x4 Adventure Park and venue personnel may immediately remove from the event anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind.

14. I warrant that I am not, and on the date of the Loveday 4x4 Adventure Park activities will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the activity

15. Damages:

The hirer/rider agrees to pay for any damages caused to the equipment to restore the equipment to new condition.