



RELEASE AND INDEMNITY

ASSUMPTION OF RISK AND EXCLUSION OF LIABILITY AGREEMENT

BETWEEN:

Australian Jet Sport Boating Association

AND:

The Participant

AND:

The Guardian

THE PARTICIPANT'S AND GUARDIAN DETAILS:

Full Name of Participant:		First name and last name
Address:		Required
Date of Birth:	___ / ___ / _____	Required
Sex:	Male / Female	Circle one
Full name of Guardian :		First name and last name
Address of Guardian		Required

DEFINITIONS:

In this agreement

“Authorised Officer” means an authorised agent and/or employee of Australian Jet Sport Boating Association.

“AJSBA” means Australian Jet Sports Boating Association.

“AJSBA Event against adults” means any race, event or competition organized, conducted or run by the Australian Jet Sport Boating Association were The Participant is participating against adults.

“ADULTS” means AJSBA event participant’s over the age of 16

“Code of Conduct” means the Code of Conduct as adopted and enforced by AJSBA relating to AJSBA events and AJSBA membership as contained on the AJSBA website.

“The Participant” means the person, being under the age of 16 and named as The Participant (as above) in this Release and Indemnity.

“The Guardian” means The Participant’s parent or legal guardian who is over 18 years of age.

PARTICIPATION IN AJSBA EVENTS AGAINST ADULTS

General

1. By signing this document The Guardian agrees to enter into this agreement with AJSBA, and agrees to be bound by the terms contained herein.
2. The Participant is not permitted to participant in AJSBA events against adults unless and/or until this document has been signed by The Guardian and processed by AJSBA.
3. By signing this agreement The Guardian expressly agrees that they have read and understand the AJSBA Code of Conduct and that the Participant will abide by the Code of Conduct relating to AJSBA events against adults at all times.

Voluntary Assumption of Risk

7. The Guardian acknowledges that there are inherent risks associated with the Participant’s participation in AJSBA events against adults.
8. The Guardian understands that The Participant’s participation in AJSBA events against adults is dangerous and may cause serious injury or even death to The Participant or someone else, by The Participant’s participation in AJSBA events against adults.
9. The Guardian acknowledges that they have knowledge of, and have considered the risks associated with The Participant participating in AJSBA events against adults and have after consideration of these risks decided to allow The Participant to participate.
10. The Guardian acknowledges that they have knowledge of The Participant’s skill level and ability and warrant that The Participant’s skill, ability and maturity is at a level that The Guardian believes The Participant can participate in AJSBA events against adults.

The Participant and Participant’s Guardian’s Obligation

11. In compliance with the Code of Conduct, The Guardian:
 - (a) Will be responsible and ensure that at all times The Participant is wearing all necessary safety equipment.
 - (b) Declares that The Participant does not suffer from any injury, illness or medical condition that would:
 - (i) Reasonably affect The Participant’s ability to participate in AJSBA events against adults; or

- (ii) Increase The Participant's risk of injury during an AJSBA event against adults.

12. The Participant must not participate in an AJSBA event if The Participant is under the influence of alcohol, drugs or any medication that may increase the risk involved in the activity.

Release and Indemnity

13. In consideration of the Guardian releasing, discharging and indemnifying the AJSBA, its insurers, agents and employees against any liability in respect of any action, demand, notice, claim or proceedings made against the AJSBA with respect to The Participant's participation in AJSBA events against adults, the AJSBA will permit The Participant to participate in competitions against adults.

14. The Guardian, by signing this Release and Indemnity, release and discharge and indemnify the AJSBA, it's insurers, agents and employees against any actions, demands, notices, claims or proceedings which, but for the signing of this Release and Indemnity, might have been made by The Participant or his Litigation Guardian, servants or agents arising out of any injury, harm or damage suffered by The Participant in the course of their participating in any AJSBA event against adults.

15. This Release and Indemnity also applies to negligence on behalf of AJSBA.

I declare that I have read and understood this Release and Indemnity and that I have signed it voluntarily.

Declared this day of 20.....

.....
The Guardian's signature

.....
Full name of Guardian

.....
Witness signature

.....
Full name of the Witness