Assumption of Risks, Complete Release of Liability and Water Rescue and Boat Rescue Activities Waiver

Safety and wellbeing will remain the highest priority for this event. I understand that the purpose of signing this document is to exempt and release the Australasian Rescue Organisation (ARO), employees, volunteers, 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 wish to participate and do so entirely at my own risk of injury or bodily harm to myself.
2. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH WATER RESCUE, SWIMMING, BOATING AND WATER ACTIVITIES, including but not limited to, equipment failure, perils of the water environment, 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 land and surrounding the facility. 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.
3. I confirm that I have approval and permission from my agency to attend and that my attendance at the event whether competing, instructing, in a support or volunteer role as well as travel to/from the event is covered under my agency's Workers Compensation.
4. 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 agree to adhere to the rules set by ARO and PWS for my safety and the safety of others and will conduct dynamic risk assessments, as required.
5. Where children have been approved to attend, I will supervise my 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.
6. I assert that I am physically fit to swim, ride on a boat, engage in any activities, either in a boat, on land 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.
7. Where children have been approved to attend, Children less than 13 yrs. must wear life vests at ALL times while on vessels or in the water and will not remove floatation devices at any time while in the water.
8. I will not be under the influence of drugs or alcohol, which would impair my ability.
9. I fully acknowledge and agree this activity has inherent risks and that I have full knowledge of the nature and extent of all the risks associated with this activity.
10. If I become distressed at any time including in water, on a vessel, whilst within or upon a technical stand, on the surface, or observe others in distress, I will immediately notify an authorised representative of the Released Parties.
11. 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 or radio with treatment delayed until I can be transported to a proper medical facility. I agree in advance to these conditions and to the incurring of any and all costs .
12. 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, volunteers, agency support personnel ARO, PWC, or others responsible for their actions in attempting the performance of rescue and/or first aid. It is my responsibility to furnish an interpreter if I do not understand English.
13. IT IS MY INTENTION BY THIS INSTRUMENT TO HOLD HARMLESS and to GIVE UP MY RIGHT TO SUE AND/OR LITIGATE 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 ATTENDING, COMPETING,SWIMMING, BOATING AND WATER/RESCUE ACTIVITIES INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF THE CHALLENGE, MAINTENANCE OF THE EQUIPMENT AND/OR ORGANISATION OF THIS ACTIVITY.
14. I have carefully read this contract in its entirety, fully understand its contents, do hereby verify that I had an interpreter if I am anon-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. There are NO WARRANTIES, expressed or implied, which extend beyond the description of the activity listed on this form.
15. 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.

Name (Print):	
Parent / guardian name (Print), if applicable:	
Signed by:	
Date:	

Email your completed form to admin@AROrescue.org