



**Spirit of Adventure – Risk Warning & Waiver**

This risk warning and waiver applies to any tour, cruise or charter operated by Mandurah Cruises and owned by Quay Ventures Pty Ltd (“The Company”), onboard the “Spirit of Adventure”.

By agreeing to these terms, this may affect you or your party’s legal rights and obligations. If you have any questions, please ask your representative before signing.

If you are signing on behalf of your party, then by signing you warrant you have their authority to bind them to these terms, and the term “you”, “me”, “my” applies to any person in your group.

**Risk Warning**

The tour we are operating occurs in open waters and in the ocean, and, at certain points at high speed. This, of course, carries an element of risk. We want you to understand this risk before you depart. We would like you to be aware that:

- The boat may turn suddenly. The water may be bumpy. The boat may hit waves at high speed. Conditions may vary from those anticipated at the start of the cruise.
- We request that if you suffer from pre-existing back conditions, have injuries that may be aggravated by sudden movements, accelerations or decelerations, or are pregnant, suffer seasickness, or fear of travelling at speed in open waters, or have any other condition that may be aggravated by an activity of this nature, that you do not go on this cruise.
- Owing to its adventure nature this tour is not suitable for children under 3 years of age: we recommend one of our other cruises instead.
- All children in your party must be appropriately supervised and monitored at all times.
- By undertaking this cruise, you warrant you and your party can listen to, understand and comply with the safety briefing and any instruction issued by the crew, and that you will remain seated when the vessel moves at speed.

**Sharing Images of the Cruise**

I acknowledge and understand that images may be taken during the cruise by the Company, and these may be used in the marketing and promotion of the Company’s cruises.

**Waiver:**

I understand the risks and responsibilities that arise from my participation, and I hereby release, indemnify and hold harmless The Company, its servants and agents from any liability for any injury, death, loss or property damage resulting from my participation.

I also understand that if the tour I am travelling on has to be curtailed on my account owing to something that a reasonable person could have predicted in advance (for example, seasickness, aggravation of pre-existing medical condition outlined above, fear of ocean based adventure cruises), then I may be held liable for any losses which Quay Ventures incurs in curtailing this tour (for example, refunding other passengers’ tickets).

Date: \_\_\_\_\_

Party Name: \_\_\_\_\_

Your Signature: \_\_\_\_\_