



(A division of Groote Eylandt Lodge Pty Ltd ABN 82 909 926 416)

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read carefully before signing

Date

Full Name:

Address:

..... **Postcode:**

Date of Birth: **Age:**

Emergency Contact Name: **Tel**

Known medical conditions or disabilities:

.....

.....

I affirm that I am aware that I am boarding a charter fishing vessel to fish in open water and possibly in sites that are remote from rescue and medical or other assistance.

I understand and assume the risks and hazards associated with offshore fishing. These risks and hazards include, but are not limited to, the following:

Sun, rain, lightning, sea spray and other weather conditions; sea sickness; pitching and rolling; slippery and wet decks; injuries, internal or external, from: boarding and disembarking the Vessel; fish, fishing, fishing tackle and gear; wild animals and the conduct of any other persons on the boat.

In consideration of being accepted to participate in this fishing trip I hereby personally assume all risks and hazards of the activity, whether foreseen or not, that may befall me while I am a participant.

I understand and agree that neither Groote Eylandt Lodge Pty Ltd, nor its fishing charter operations manager nor the Groote Eylandt Lodge manager MHG Operations Pty Ltd, nor any of their respective employees, officers, agents, or contractors (“the Released Parties”) may be held liable or responsible to me or my family or estate in any way for any injury, death or other damage to me that may occur as a result of my participation in this fishing activity or as a result of the negligence of any person, including the Released Parties and other passengers on the vessel, whether passive or active. I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE any of the Released Parties in respect of anything arising from the fishing activity or any related rescue operations.

I have disclosed to you (on this form) all personal medical and other details that might be relevant to my participation or if medical treatment is needed.

I hereby authorize Groote Eylandt Lodge Pty Ltd, its representatives and employees the right to use photographs and/or video of me and/or my property taken during the course of my itinerary.

I authorize Groote Eylandt Lodge Pty Ltd, its assigns and transferees to assert copyright in, use and publish the same in print and/or electronically.

I further acknowledge and agree that no rights of ownership or otherwise of such photographs or video shall accrue to me and that no royalties or other financial compensation shall be payable to me in respect of such use or publication.

I agree that Groote Eylandt Lodge Pty Ltd may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

BY SIGNING HEREUNDER I CONFIRM I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS RELEASE DOCUMENT. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER.

NAME (BLOCK LETTERS):

SIGN HERE:

DATE:

DECLARATION BY PARENT OR GUARDIAN (for Participants under 18 years of age)

As parent or guardian and on behalf of myself and the participant:

- I have read this document and fully understand it and agree to abide by the terms referred to above.
- I indemnify and will keep indemnified the Released Parties on the terms referred to above.

.....
Parent/ Guardian Signature

.....
Date

.....
Full Name