

Heron Island Release & Indemnity Form



Please read this form carefully – It is an agreement and it affects your legal rights.

Any person (“Participant”) wishing to participate in any recreational activity identified on the form below (“Activity”) must complete and sign this form and return it to the Heron Island Activities Officer before participating in that Activity. If the Participant is under 18 years of age, this form must be signed by a legal guardian of that Participant. For the purposes of this form, Aldesta Heron Island Resort Pty Ltd (ABN 51 137 854 721), their parent companies and subsidiaries and their respective officers, employees, agents and contractors are collectively referred to as “Heron Island”.

I, (**Print Name**).....agree that in consideration of Heron Island permitting me to participate in the Activity or use goods or services supplied in connection with the Activity, that I have signed this form to indicate that I have read and understood and agree to abide by the following terms and conditions:

- 1) I acknowledge and agree that the information provided to permit me to undertake the Activity are true and correct and that by participating in the Activity, I expose myself to certain risks and dangers of which I am aware and informed of. I accept responsibility for and assume all risks and dangers associated with my participation in the Activity and the use of goods or services supplied by or on behalf of Heron Island in connection with the Activity.
- 2) I agree that at all times during the course of the Activity I shall conduct myself in a safe manner (including but not limited to following any instructions and safety advice given by Heron Island.) I will take all reasonable measures to protect my own safety as well as the safety of other Participants, Heron Island and its property.
- 3) To the full extent permitted by law, I agree to unconditionally release, indemnify and hold Heron Island and its related bodies corporate, as defined in the *Corporations Act 2001*(Cth), controlled entities and its agents harmless from all liability, demands, suits, obligations, allegations or causes actions, debts, claims and demands of any kind incurred whether arising under common law or statute and whether arising directly or indirectly from their participation in the Activity, or use of any goods or services by them in connection with the Activity, including without limitation, all liability for death or personal injury, loss or damage to any property and all liability for indirect or consequential loss or damage including without limitation, economic loss. I indemnify Heron Island against any direct or indirect losses including consequential loss, costs or expenses arising out of or relating to any claims, demands or actions which may be brought against Heron Island or incurred by Heron Island as a direct or indirect result of the Activity.
- 4) If I am under the age of 18 years and where a legal guardian is signing this agreement on my behalf, the legal guardian warrants that they have the capacity to act on my behalf and agrees personally to indemnify and hold Heron Island harmless from all liability, actions, debts, claims and demands of any kind whether arising under common law or statute and whether arising directly or indirectly from my participation in the Activity, or my use of any goods or services in connection with the Activity. This includes without limitation, all liability for death or personal injury, loss or damage to any property and all liability for direct, indirect or consequential loss or damage including without limitation, economic loss.
- 5) If despite this agreement it is determined that Heron Island must compensate me then such liability is limited to the cost of re-supplying the Activity or Service
- 6) The terms and conditions set out in this form are governed by the laws of the state which the Activity is undertaken by the Participant.
- 7) I acknowledge that I have not relied on any express or implied guarantee or warranty made by or on behalf of Heron Island in entering into this agreement.
- 8) This deed may be pleaded by Heron Island as a bar to any actions, suits, claims, demands or legal proceedings instituted by myself that arise out of or in connection with the Activity.

Executed as a Deed

Activity: Water sports (Kayaking, Stand Up Paddle Boarding)	
Participant Signature:	Date:
Parent/Guardian Signature (if under 18):	Parent/Guardian Name (if under 18):
Witness Name (HI Staff)	Witness Signature (HI Staff)