

Victorian Yacht Charters
ACN: 108438348
Trading as Victorian Yacht Charters

Important Information Regarding Insurance

Please note that participation in the sailing event will not be accepted without the signed statement.

Statement of Waiver

1. The Participant acknowledges and accepts that the activity they are participating in includes activities which, by their nature are inherently risky and they may suffer injury, death, loss or damage. The participant voluntarily assumes all such risks involved with this activity.
2. The participant acknowledges that they have been warned of the risk of injury, death, loss or damage and particular the risks to their person, property as a result of participating in the sailing activity.
3. Any warranty implied by law into this arrangement is expressly excluded to the extent permitted by law, including but not limited to any warranty that the services are provided with due care and skill which would otherwise be implied by virtue of section 74 of the Trade Practices Act 1974 (and any similar statutory warranties).
4. The Participant acknowledges that Victorian Yacht Charters (VYC Pty Ltd) and its related companies shall not be liable for any direct or indirect loss or damage howsoever caused, including loss or damage caused as a result of the negligence of Victorian Yacht Charters and/or its servants or agents. This exclusion of liability extends to (but is not limited to) any loss or damage in respect of or arising from death or personal injury. In consideration of Victorian Yacht Charters accepting our participation, in the sailing event, the participant hereby indemnifies Victorian Yacht Charters against all loss or damages howsoever arising, directly or indirectly, including all loss or damage arising from death or personal injury.
5. To the extent permitted by law, the participant hereby expressly waives all its rights to sue Victorian Yacht Charters and/or its servants or agents in respect of death or personal injury arising as a result of participation or involvement in any activities provided by Victorian Yacht Charters, including without limitation rights to sue Victorian Yacht Charters or to recover damages, losses or expenses from Victorian Yacht Charters arising by virtue of section 74 of the Trade Practices Act.

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Signature of participant

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Print name of participant