

## ACKNOWLEDGMENT OF RISK, WARRANTY, RELEASE AND INDEMNITY

This Acknowledgement of Risk, Warranty, Release and Indemnity is executed by the participant as set out below, acting for myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might claim or sue on my behalf (the "Participant") in favour and for the benefit of Go Wake Pty Ltd ACN 108 439 309, Andergrove Lakes Pty Ltd ACN 123 210 720 in its own right and as trustee for The Andergrove Lakes Trust, Mackay Cable Park Pty Ltd ACN 159 863 046 in its own right and as trustee for The Mackay Cable Park Trust, and their past, present and future shareholders, directors, officers, employees and agents (the "Releasees").

In consideration of being permitted to participate in various activities and water sports including (but not limited to) riding doubles, use of kickers and sliders and other devices and equipment, buildings, amenities, car parks, paths, parks and playground equipment provided or owned by the Releasees ("Activities") or to participate in Activities on land owned or in the possession of any of the Releasees ("Property"), the Participant agrees as follows:

1. The Participant acknowledges and warrants that:
  - (a) the Activities may be dangerous and may involve a significant degree of physical exertion and risk, including (but not limited to) personal injury, death, or damage (including property damage);
  - (b) he or she voluntarily chooses to participate in the Activities or participate in the Activities on the Property and hereby personally and freely assumes all risks in connection with the Activities, for any injury, death or damage (including property damage);
  - (c) the Releasees are only permitting the Participant to participate in the Activities or participate in the Activities on Property owned by one of them on the condition that:
    - (i) the Participant accepts those risks and all liability for the consequences of his or her actions; and
    - (ii) the Participant will not make any claim for personal injury, death or damage (including property damage) or other loss and indemnifies the Releasees for any liability occurring as a result of or in connection with the Participant's participation in the Activities or participation in Activities on the Property;
  - (d) he or she is in good health and free from any potentially adverse medical conditions which might affect his or her participation in the Activities or the safety of other participants;
  - (e) he or she has read the Owner's instructions and rules on the signs erected at the entrance to the Property or from Go Wake's website (<http://www.gowakemackay.com.au/>) and has received a safety briefing at the Property or by watching the safety video on Go Wake's Website.
  - (f) he or she will use all safety equipment provided when participating in the Activities or participating in Activities on the Property and if the Participant supplies his or her own safety equipment, the Participant does so at his or her own risk and accepts full responsibility for any failure or non-performance of such equipment;
  - (g) he or she will comply with all instructions, rules and safety requirements of the Releasees at all times, including any specific instructions, rules and safety requirements displayed on the Property and any reasonable verbal and written instructions or warnings issued by the Releasees;
  - (h) he or she will participate to avoid collision with all of the obstacles when participating in the Activities or participating in Activities on the Property;
  - (i) tickets will not be refunded for any reason, including due to injury, ticket cancellation or failure to choose a time limit within the Participant's skill/fitness level;
  - (j) the Releasees are entitled to cancel any tickets and or membership due to non-compliance with the rules and regulations of the Releasees; and
  - (k) he or she is responsible for taking out appropriate medical insurance covering him or her when participating in the Activities or participating in Activities on the Property.
2. The Participant releases, discharges and waives and forever holds harmless the Releasees from all claims for personal injury, death, damage (including property damage) or otherwise (including any costs or expenses associated with that claim or loss) sustained by the Participant whether caused by the Releasees or others' negligent or willful acts or omissions, breach of contract, breach of statutory duty or otherwise in permitting the Participant to participate in the Activities or participate in Activities on the Property.
3. The Participant indemnifies the Releasees from all claims, liability, losses and demands whatsoever and howsoever arising (including any costs or expenses on an indemnity basis) in connection with a breach of any of the warranties contained in this document, or he or her participating in the Activities or participating in Activities on the Property including, without limitation, in respect of claims by others for loss or damage arising from personal injury, death or property damage, in respect of participating in the Activities or participating in Activities on the Property or otherwise.
4. In the event that the Participant is injured and is unable to communicate or make a decision as to any treatment for any reason, including, without limitation, where the Participant is a minor, the Participant authorises any of the Releasees to effect or give consent to carry out any treatment they believe necessary, without any liability on their part. The Participant indemnifies the Releasees for all costs associated with any such treatment including, without limitation, the cost of all medical and transportation expenses and from all claims, liability, losses and demands whatsoever and howsoever arising (including any costs or expenses on an indemnity basis) in connection with effecting or consenting to the carrying out of any such treatment on behalf of the Participant.
5. By personally executing this document as the Participant, the Participant warrants that he or she is at least 18 years of age. Where this document is being executed by a parent or guardian for and on or behalf of the Participant (the "Executing Person"), the Executing Person warrants that he or she has authority to do so and the Executing Person accepts the terms of this document on behalf of the Participant and indemnifies the Releasees in terms of the indemnities in the preceding clauses as if the Executing Person was the Participant providing the indemnities.
6. Where applicable and without limiting any of the foregoing, the Executing Person hereby grants permission for the Participant child to participate in the Activities or the Activities on the Property, whether or not the Participant child is accompanied by the Executing Person.
7. In the event that any part of this document is held to be inconsistent with any relevant statute, then the Participant agrees that this document will be invalid to the extent of that inconsistency only.

### Confirmation and Execution

8. As the Participant or the Executing Person, I confirm that:
  - (a) I have read and understood the matters set out in this document; and
  - (b) I am aware that this document is a legal document and is contractual in nature and I have had the opportunity to take independent legal advice. Having done so or having waived my right to do, I have signed this document of my own free will knowing I have relinquished important legal rights.

### Executed as a Deed

Given Names: .....	Surname: .....	("Participant")
Address: .....		State: ..... Postcode: .....
Date of Birth: .....	Sex: .....	Telephone No: .....
Signed by Participant (over 18 years)	Witness Signature	Witness Name
<b>Where Participant is under 18 years of age, Parent or Guardian must sign:</b>		
Name of *Parent / Guardian (*delete as appropriate)		("Executing Person")
Signed by *Parent / Guardian		Date
Witness Name	Witness Signature	