

# HAMILTON ISLAND

## DINGHY HIRE AGREEMENT

### General waiver, indemnity and limitation of liability

Please read this agreement carefully. It is a legally binding document. It affects your legal rights and contains releases of liability and a waiver of your legal rights.

In consideration of Hamilton Island Enterprises Limited ACN 009 946 909 ('Provider') allowing .....  
(name of participant) to take part in the activity known as the Hamilton Island Dinghy Hire, the participant acknowledges and agrees that they are bound by the following terms:

#### The participant agrees to the use of the Hamilton Island Dinghy Hire (HIDH) on the following terms:

1. The participant is the master of the dinghy and has the general safety obligations and duty of care to operate the craft safely under the current Queensland legislation. Under the Transport Operations (Marine Safety) Act 1994 and the National Standard for Commercial Vessels, the participant is the master of the vessel.
2. The participant understands that driving a dinghy may be dangerous and the participant voluntarily accepts the risk of injury and/or damage consequent upon or arising from the participant's use of HIDH.
3. The participant authorises HIDH to take, use and copy photographs and films of the participant whilst on the HIDH without objection or charge including commercial use thereof. The participant may notify the Provider if this authorisation is not provided.
4. The participant acknowledges that the right to use HIDH is personal to the participant and is not capable of transfer or assignment to any other person or company.
5. The participant will abide by the rules and directions outlined in the safety briefing and demonstration and the participant will abide by the directions of the Provider and its Associates.
6. The participant does not suffer from any illness, mental or physical, which would place the participant at risk when using the HIDH.
7. The participant agrees to the below terms and conditions applying to this activity and the Hamilton Island Privacy Policy.
8. The participant accepts that they will be liable for any damage caused by the participant to their assigned equipment (including but not limited to the Dinghy) or any other equipment (including for other participants).
9. The activity is subject to weather conditions and minimum numbers, and availability and schedules may vary.
10. The participant agrees to the cancellation policy available at: <https://www.hamiltonisland.com.au/things-to-do/all-tours-and-activities>.
11. The participant has been advised of the correct safe handling and navigation of the dinghy, including basic rules such as passing left hand side to left hand side when approaching other vessels head on and give way to the right. However, in the briefing, the participant has been advised to give way to all vessels on the water for safety.
12. The participant must keep 60 meters away from all other vessels and people.
13. Any unsafe activity will terminate the HIDH with no refund.
14. The participant confirms they are over 18 years old. The participant must supervise minors under the age of 18.
15. The participant understands they are required to complete the basic on water competencies and if they are deemed not yet competent, they will be unable to participate and will be provided with a full refund.
16. The participant enters the water at their own risk and sea suits should be worn when entering the water as marine stingers are present. Non-swimming participants must wear a personal flotation device.
17. The participant will be liable to pay a late return fee of \$50 per hour if the vessel is returned later than the agreed return time.
18. The above information is true and correct and the participant has read and understood all of the clauses of this agreement before signing the same and before the participant's use of the HIDH.

### Declaration and signature

By signing this agreement the participant acknowledges that:

1. They are bound by the terms and the Hamilton Island Privacy Policy;
2. Participation in the activity may cause them to suffer personal injury or death;

Signature of participant:		Date:	
Name of participant:		Telephone No:	
Address of participant:		Time In:	Time Out:
		No of Passengers:	
Licence No:	Expiry Date:	State/Country:	

### Office Use Only

Vessel Number:	Briefing Given by:
Return Condition:	

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### Safety Brief

I understand and will abide by the directions given by the Tour Operator and confirm so by ticking YES below.

	YES	NO
1. Outline hire area and expected weather and tides for the day. Outline penalties associated with not remaining in the hire area and 4.00pm deadline		
2. Discuss intentions of Hirer and associated conditions of the day eg. water visibility, wind direction etc.		
3. Demonstrate radio usage if a mobile phone is not available, and point out lifejackets, safety kit, V Sheet, mirror, and emphasize use of V Sheet in the event of mobile phone and radio failure.		
4. Show location of map and phone number and re-emphasise orientation of map.		
5. Anchoring procedure – extra few metres than depth of water and secure to bow of vessel or cleat provided. Manoeuvre vessel above anchor if at all possible. Then anchor should be deployed if experiencing engine problems to avoid drifting away."		
6. Show location of oars and promote use in shallow water (to save on propeller damage).		
7. Outboard operation:		
a. Steering, controls, fuel tank and vessel handling with respect to windy conditions"		
b. Demonstrate gear change and throttle control (avoid rapid gear changes and over revving).		
c. Demonstrate starting and stopping of engines, emphasise importance of neutral selection upon starting. Have driver start engine.		
d. Demonstrate tilting of engine (after being shut down) and lowering back into water, ensuring engine is fully down and not in mid tilted position.		
e. Discuss shallow drive, tilting engine, and hitting the bottom with boat and outboard.		
8. Fishing briefing:		
a. Show location of bait board, knife, rod holders and fish measuring stick		
b. Discuss fish identification and legal sizes and marine park zones.		
c. Pollution control – break lines off rather than cut them etc.		
d. Techniques for using equipment to avoid breakages / rigs etc.		
e. Avoid fishing line entangling around the propeller, it may render the motor inoperable		
9. Swimming/snorkelling briefing:		
a. Awareness of tides and currents if vessel is to be unmanned whilst swimming. Ensure vessel is well secured with anchor.		
b. Techniques for leaving and entering vessel.		
10. Rules of the Water:		
a. Keep to starboard (right) in marina and other vessels to pass to port (left)		
b. Speed not to exceed 4 knots in the marina.		
c. Give way to all other vessels and maintain a 30 metre distance from other vessels at sea.		
d. Blood alcohol limits apply (must not exceed 0.05%). No consumption of drugs.		
e. Keep clear of airport runway by minimum of 400m at all times.		
11. Emphasise balancing of vessel and driving according to the conditions.		
12. All children under 12 years of age must wear a life jacket at all times whilst in the vessel.		
13. The Hirer acknowledges that they are a competent swimmer. If No, the Hirer must wear a lifejacket.		
14. The Hirer acknowledges that no children under 1 year of age will be travelling.		
15. The Hirer acknowledges the location of flammable fuel and fuel lines and that smoking is not permitted.		

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### General Terms and Conditions

1. The participant acknowledges and agrees that:
  - (a) they participate in the activity entirely at their own risk;
  - (b) the activity is being undertaken for the purposes of recreation, enjoyment or leisure, which involves obvious and inherent risks to the participant or people in their care or control, as well as a significant degree of physical risk, including the risk of personal injury or death;
  - (c) they are undertaking the activity freely, voluntarily and at their own risk with full appreciation of the nature and the extent of all risks and requirements involved with the activity;
  - (d) prior to participating in the activity the risks and requirements have either been explained to them orally or they have been provided to them in writing;
  - (e) they fully understand the risks and requirements for the activity;
  - (f) in the event they or any person in their care or control find themselves in difficulty, they are to stop the activity or request that the activity be stopped (as the case may be), and seek assistance;
  - (g) they do not have any pre-existing medical conditions or injuries which might affect their ability to participate safely in the activity;
  - (h) if they develop any medical conditions or injuries during the activity or preparing for the activity they must inform the Provider immediately;
  - (i) at the time of signing this agreement and during participation in the activity, the participant will not be under the influence of or affected by, alcohol, medications or drugs (whether legal or illegal) that may adversely impact the participant's participation in the activity;
  - (j) if they are asked to observe any signs or directions relating to the activity that they will do so;
  - (k) the Provider has an unfettered right to end the participant's involvement in the activity or to refuse to allow the participant to participate in the activity if the Provider considers in its absolute discretion that the participant has or may act in a way which is unsafe or reckless.
2. To the extent permitted by the law, the participant agrees to release, indemnify and hold harmless, the Provider and its current and former officers, Associates, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from the participant's participation in the activity except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgement or loss arose out of, was caused by, attributable to or resulted from the Provider's negligence or wrongful act/omission.
3. To the extent permitted by law the aggregate of the Provider's liability to the participant is limited to an amount not exceeding the amount paid by the participant for the activity.
4. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
5. All of the clauses in this agreement are to be construed individually and should any one of these clauses or parts thereof become invalid or unenforceable or be otherwise severed from this agreement, the remaining clauses shall remain valid and enforceable and such clauses will be determinative of the liability of the participant, the Provider and its Associates (except to the extent any statute may provide otherwise) relating to the participant's participation in the activity.
6. Where the participant is under the age of 18 years of age or otherwise under a legal disability, the legal guardian signs and enters into this agreement on behalf of the participant. All references to "participant" in this agreement will be taken to be reference not only to the participant but also to the legal guardian on behalf of the participant.
7. In this agreement:  
'Associates' means any associated or related entity of the Provider, or any employee, servant, agent, director, volunteer, or officer of the Provider or an associated or related entity of the Provider.
8. The terms and conditions may be executed in any number of counterparts and where the parties sign by electronic means, the parties agree that they have each consented to the agreed method of execution and may not subsequently challenge this method.

At various times the Provider may collect personal information about you and/or persons accompanying you during your stay at Hamilton Island. The Provider handles all personal information in accordance with its privacy policy and applicable privacy laws. The Hamilton Island Privacy Policy is available at <https://www.hamiltonisland.com.au/privacy-policy> for your review.