

# **Our Mate-Ship Limited**

## *Indemnity and Liability Waiver*

### **Indemnity and Liability Waiver**

By purchasing a ticket and/or participating in any event or activity organised by Our Mate-Ship Limited ("the Organiser"), you acknowledge, understand, and agree to the following terms:

#### **1. Assumption of Risk**

You voluntarily participate in the event at your own risk. You acknowledge that boating, fishing, cruising, and associated activities carry inherent risks, including but not limited to injury, illness, drowning, property damage, and adverse weather conditions.

#### **2. Release of Liability**

To the fullest extent permitted by law, you release and forever discharge the Organiser, its directors, officers, employees, volunteers, contractors, sponsors, and agents from any and all liability, claims, demands, actions, or causes of action arising from or in connection with your participation, whether caused by negligence, breach of contract, or otherwise.

#### **3. Indemnity**

You agree to indemnify and hold harmless the Organiser, its directors, officers, employees, volunteers, contractors, sponsors, and agents against all losses, damages, costs, expenses, and claims (including legal costs on a full indemnity basis) incurred as a result of your participation or any act or omission by you, except to the extent caused by the proven negligence or wilful misconduct of the Organiser.

#### **4. Medical Fitness and Safety Compliance**

You warrant that you are physically and medically fit to participate, and that you will immediately notify the Organiser of any condition that may affect your safety or the safety of others. You agree to comply with all safety instructions, briefings, and directions from event staff.

#### **5. Property and Personal Belongings**

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The Organiser accepts no responsibility for loss of, or damage to, personal property, including but not limited to clothing, equipment, electronics, or vehicles, whether secured or unsecured.

### **6. Weather, Acts of God, and Force Majeure**

The Organiser reserves the right to postpone, cancel, shorten, or alter the event in response to weather conditions, safety concerns, government directives, or other events beyond its reasonable control. In such cases, no refund or compensation is guaranteed unless required by law.

### **7. Third Parties**

The Organiser is not responsible for the actions, omissions, or negligence of third parties, including but not limited to other participants, suppliers, or venue operators.

### **8. Photographs and Media**

By attending the event, you consent to the use of photographs, video, or audio recordings taken during the event for promotional, marketing, and reporting purposes, without compensation.

### **9. Governing Law**

This waiver is governed by the laws of Queensland, Australia. Any disputes shall be subject to the exclusive jurisdiction of the courts of Queensland.

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**MICRO VERSION (for ticket checkout):**

"By purchasing this ticket, you acknowledge and accept all risks associated with participation and agree to the Indemnity and Liability Waiver of Our Mate-Ship Limited, available at [www.mate-ship.org/waiver](http://www.mate-ship.org/waiver)."