

## Recreational Activities – Waiver

1. Participation in powerboat racing activities organised and controlled by the Mackay Power Boat Club involves significant risks, including the risk of personal injury and death.
2. We refer to the Risk and Liability – Indemnity Form, and the Drivers Briefing Sheet issued by the Mackay Power Boat Club (together the **MPBC Documents**).
3. The MPBC Documents inform you of the risks and liabilities of powerboat racing. The MPBC Document also confirm that you participate in powerboat racing at your own risk.
4. Before you participate in any powerboat racing activities, you should ensure that you are aware of, and fully understand:
  - (a) all of the risks associated with powerboat racing, including any risks that might arise as a result of your own particular circumstances (e.g. any risks that arise due to any pre-existing medical condition or disability); and
  - (b) all of the risks associated with entering and being on property owned or controlled by Sunwater Limited or any of its related bodies corporate (together **Sunwater**), including those disclosed on our website [www.sunwater.com.au](http://www.sunwater.com.au).
5. If you have not:
  - (a) received a copy of the MPBC Documents;
  - (b) reviewed the safety alerts and safety information as disclosed on our website [www.sunwater.com.au](http://www.sunwater.com.au) (**Sunwater Safety Information**); or
  - (c) you do not understand the MPBC Documents and/or Sunwater Safety Information, then you should not participate in any powerboat racing activities on any dam owned or controlled by Sunwater.
6. While Sunwater has permitted Mackay Power Boat Club to organise and manage powerboat racing and associated activities on property owned or controlled by Sunwater, Sunwater is not involved whatsoever in the organisation, management, or supply of recreational activities to you.
7. You acknowledge and agree that, to the full extent permitted by law, Sunwater, its officers, employees, contractors, and agents (the **Sunwater Indemnified Parties**) will have no liability to you in relation to:
  - (a) death; or
  - (b) any physical or mental injury (including any aggravation, acceleration, or recurrence of any existing injury), to the extent arising from your participation in powerboat racing and associated activities on property owned or controlled by Sunwater.
8. To the full extent permitted by law, you agree to indemnify and hold harmless the Sunwater Indemnified Parties, from any claim, right or cause of action which you might otherwise have against the Sunwater Indemnified Parties for or arising out of your death or physical or mental injury, disease, loss and damage, economic loss of any description whatsoever that you may suffer or sustain in the course of, or consequential upon or incidental to your participation in powerboat racing and associated activities on property owned or controlled by Sunwater.
9. If you are executing this document on behalf of a participant that is a minor, you confirm that you have made them aware of the MPBC Documents and that they fully understand all of the risks associated with powerboat racing, including any risks that might arise as a result of their own particular circumstances (e.g. any risks that arise due to any pre-existing medical condition or disability).
10. This document is governed by the laws of the State of Queensland.

I, \_\_\_\_\_, confirm that I have read and understood the terms above, and agree that my participation (or the participation of a minor of whom I am a parent, guardian, or responsible person) in powerboat racing and associated activities on property owned or controlled by Sunwater is subject to the terms above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date