



SAFETY REGULATIONS & DISCLAIMER

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS.
PLEASE READ IT CAREFULLY!**

Every passenger MUST sign this before they depart on charter

In consideration of MV Joe Joe accepting my application for and permitting me to participate in cruising on Joe Joe, the following disclaimer of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of the agreement are entered into by me with and for the benefit of:

Shell Cove Investment Corporation Pty Ltd and the 'Passenger' (as defined below).

Disclaimer & Charter Conditions

The Proprietors of 'Joe Joe' Luxury Cruises trust that all passengers on board the vessel enjoy their time with us. The crew will be doing their best to ensure your time is enjoyable and as safe as possible.

We will at all times be exercising care but accept no responsibility should an injury or death to a person occur, loss or damage to property occur, and all persons are on board at their own risk. The charterer or their agent warrants that they have satisfied themselves that the vessel is safe and of a type suitable to their charter and use.

In particular I agree to the statements below:

I am aware that the following activities listed below are dangerous and that the risks involved in undertaking these activities are serious and could even cause death. In the event that I am involved in an accident or adversely impacted by this factor I assume full responsibility and liability. Shell Cove Investment Corporation Pty Ltd and the vessel Joe Joe carry no insurance to protect passengers and or staff from death or injury whilst undertaking activities OFF the vessel such as scuba diving, snorkelling, swimming and water sports.

In particular I understand and acknowledge:

SCUBA DIVING

Scuba diving is a very dangerous activity and the risks are serious and could even cause death. Whilst onboard Joe Joe I will follow the instructions of my dive instructor/dive master closely and will not dive unless I have signed the requirements/authority of my dive master/instructor. I will not dive under the influence of drugs and/or alcohol.

SNORKELLING/SWIMMING

Snorkelling and swimming away from a boat can be dangerous, especially in rough seas and where tides and currents are a factor.

FISHING

The risk of heavy and light tackle fishing and using the equipment can be a serious hazard. I am aware of the environmental responsibilities of Joe Joe and will co-operate with Captain and crew and crew at all times.

MARINE CREATURES

The waters where Joe Joe travels contain many different and varied species of marine life, including dangerous and unpredictable types such as sharks and stingrays.

SEA CONDITIONS

The sea is very changeable with current, swell, waves and tides being powerful forces. I will at all times listen to the Captain and crew's advice.

WEATHER

Weather conditions may be extreme and can change rapidly without warning. The Captain and crew reserves the right to make all decisions involving the weather. The sun can be very harsh and cause dehydration.

ALCOHOL/DRUGS

The staff of Joe Joe strongly advise clients against consumption of alcohol especially whilst undertaking activities such as swimming, snorkelling and fishing on Joe Joe. It is prohibited to scuba dive while under the influence of alcohol and/or drugs.

BOAT MOTION RISK

Joe Joe and it's tender are high speed, highly manoeuvrable, vessels and in some sea conditions the vessels will move suddenly in a forward or side motion without warning. Passengers should always hold on for safety.

WATER SPORTS

Water sports such as water skiing, wake boarding and riding 'donuts' can be dangerous.

GENERAL ACKNOWLEDGEMENT

I hereby acknowledge and agree that, in the event of my death arising out of any of the above activities or arising out of any activity whilst a passenger on board the vessel, my acceptance of the terms of this agreement as attested by my signature below will prevent my heirs, executors, administrators and/or assigns from making any claim in respect of my death.

I also agree, on behalf of both myself and my heirs, executors, administrators and assigns, that I will forever release and hold harmless the Proprietors of "Joe Joe" Luxury Cruises and hereby agree not to make any claim in respect of any loss or damage howsoever arising out of my death, injury or any loss.

SAFETY TALK AND DEMONSTRATION

I am aware that the crew of Joe Joe will be conducting a safety talk and demonstration prior to the vessel leaving the dock. I undertake to remain attentive during the explanation of this important information. Whilst on charter I will follow the instructions of the Captain and crew at all times.

I agree to the above terms and statements.

Signed and witnessed this _____ day of _____, year _____.

Signature of Witness

Signature of Passenger/Guardian

Print Name of Witness

Print Name of Passenger

Print Address of Witness

Print Name of Guardian (for passengers under 18 years)