

BOAT WISE

Powerboat Handling Course

Terms and Conditions, Risk Acknowledgement and Limited Accident Release

Gemini 650 WaveRider | New South Wales | Participants aged 12 and over

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IMPORTANT: BOATING CAN CAUSE SERIOUS INJURY OR DEATH EVEN WHEN REASONABLE CARE IS TAKEN. THIS AGREEMENT ADDRESSES THOSE ACCIDENTAL RISKS. IT DOES NOT WAIVE CLAIMS ARISING FROM BOAT WISE'S NEGLIGENCE OR BREACH OF ITS LEGAL OBLIGATIONS. READ IT BEFORE ACCEPTING AT BOOKING.

1. The course and this agreement

Boat Wise Sydney Pty Ltd (Boat Wise, we, us) supplies the booked recreational powerboat handling course aboard its Gemini 650 WaveRider (Vessel). The course includes briefings, boarding, demonstrations, supervised helm practice, manoeuvres, time travelling aboard and disembarkation. Only activities authorised by the instructor are included.

The booking customer is the adult who reserves and pays for places. A participant is each learner or approved observer aboard, including an accompanying adult. A minor is a participant aged 12-17. The minimum participant age is 12. These terms do not cover client-owned-vessel tuition, independent boat hire or commercial qualification training.

The course details and price disclosed before booking form part of the agreement. These terms are available through the booking form for customers to access and read before ticking the acceptance box and submitting their booking. Clause 15 explains electronic acceptance and group bookings. This version applies only when provided and accepted for the booking; it does not retrospectively replace another agreement.

2. RISK WARNING - SERIOUS INJURY AND DEATH

Powerboat training and travel on the water involve risks that may cause serious injury, permanent disability, illness or death, including drowning. Risks arise while learning, observing, boarding and disembarking, and include:

- Falls on wet or moving surfaces; falling between the Vessel and a pontoon; falling overboard, immersion, entrapment and drowning.
- Sudden acceleration, deceleration, turns, wave or wake impacts and unexpected movement causing ejection or head, neck, back, spinal or other injury.
- Collision, grounding, capsizing, sinking, fire, flooding, steering or propulsion failure and other equipment faults.
- Contact with a propeller, engine, ropes, cleats, fittings or marina infrastructure; entanglement, crushing and trapped hands or feet.
- Changing wind, swell, current, tide or visibility; sun, heat, cold, spray, dehydration, fatigue, seasickness and aggravation of an existing condition.
- Mistakes by learners or other people, other vessel traffic, and delayed access to rescue or medical assistance.
- Loss of, or damage to, personal belongings and other property.

An onboard instructor, safety briefing and lifejacket reduce risk but cannot eliminate every risk. Ask questions before participating. Tell the instructor immediately if you feel unwell, unsafe or unable to continue. You may decline an exercise or ask to stop; the master will arrange a safe response, and immediate disembarkation may not be possible.

This warning is given to each participant and to a minor's parent or legal guardian so they can make an informed decision. It does not itself release negligence claims, excuse inadequate precautions, or declare that every risk is legally obvious or unavoidable.

Inherent risks and limited accident release

The release covers only the limited circumstances in clause 4. Claims arising from negligence remain unaffected.

3. Voluntary participation and acknowledgement of risk

An adult participant understands the risks described in clause 2, has an opportunity to ask questions and chooses whether to participate. Participants agree to follow safety directions, act within their capabilities and disclose relevant safety information.

Even suitable equipment, competent instruction and reasonable precautions cannot guarantee that every accident will be prevented. A person may be injured, suffer illness or die despite reasonable care being taken. Acknowledging that possibility is not acceptance of careless instruction, unsafe equipment or inadequate supervision.

You may decline an exercise or ask to stop. Boat Wise will manage that request safely. A parent or guardian must consider these risks before consenting to a child's participation, and the instructor must give the child an age-appropriate explanation.

4. Limited adult release for accidental harm without Boat Wise fault

To the extent permitted by law, an adult who personally accepts these terms releases Boat Wise Sydney Pty Ltd from claims for accidental injury, illness or death arising solely from the inherent risks of the authorised course activities, but only where all of the following apply:

- Boat Wise and its master, instructors, employees and contractors have exercised reasonable care and skill.
- No negligent act or omission by any of those persons caused or contributed to the harm.
- No breach of contract, consumer guarantee, statutory duty or other legal obligation by Boat Wise or those persons caused or contributed to the harm.
- The claim is one the adult may lawfully release and does not belong to another person.

For this agreement, an inherent risk means a risk associated with the activity that remains despite reasonable care, skill and precautions. Listing a risk in clause 2 does not establish that a particular incident was unavoidable or free from negligence. The release applies only to authorised course activities, including boarding, supervised practice, travel aboard and disembarkation, and is subject to clause 6.

5. Accidents and responsibility

An injury or death occurring during the course does not, by itself, establish that Boat Wise is legally responsible. Equally, describing an incident as an accident does not establish that Boat Wise is free from responsibility. The actual cause, precautions, conduct and applicable law determine liability.

The limited release does not apply if Boat Wise's or its personnel's negligence contributed to the harm, even if a wave, another vessel, equipment failure or a participant's actions also contributed. Any question of shared responsibility is determined under the applicable law; this agreement does not shift Boat Wise's share to the participant.

Participants do not agree to abandon a claim simply because an incident involved a risk listed in this document. Nothing prevents seeking assistance, reporting an incident, obtaining advice, making a complaint or challenging whether the release applies.

6. Negligence and legal rights preserved

Nothing in this agreement waives, excludes or limits a claim arising from Boat Wise's negligence or negligence of its master, instructors, employees or contractors. This includes negligent instruction, supervision, navigation, maintenance, equipment provision and emergency response. Liability for reckless or intentional misconduct is also unaffected.

This agreement does not exclude consumer guarantees or liability for breach of contract, statutory duty or other legal obligations. It does not use the recreational-services provisions in section 139A of the Competition and Consumer Act 2010 (Cth) or section 5N of the Civil Liability Act 2002 (NSW) to exclude due-care-and-skill obligations or negligence liability.

The limited adult release does not apply to minors' claims. Guardian consent authorises participation; it is not a release of a child's claims or an indemnity against claims the child brings. No person releases claims belonging to another person merely by booking or paying for them.

Maritime, work health and safety, child safety, reporting and other legal duties remain applicable. No universal course-fee cap applies to recoverable claims. Other losses and remedies are determined under applicable law and the relevant terms below.

Onboard supervision and participant responsibilities

7. Instructor supervision and command

Boat Wise will appoint an appropriately qualified and authorised master. A Boat Wise instructor remains onboard throughout practical training to actively supervise students and help keep them safe. The master retains command and responsibility for navigation and operational safety, including when a learner is at the helm.

The instructor briefs participants, monitors their actions and conditions, gives directions and adapts exercises to age, experience and capability. The instructor or master may take over the controls, stop an exercise, reduce speed, change the route, return to shore or end training when necessary for safety. Learners must hand over immediately when directed.

Boat Wise is responsible for a suitable Vessel, maintenance, fuel, serviceable safety equipment and the approvals and crewing required for its operations. Activities must remain within applicable operating-area, weather, capacity and other limits. A learner does not become master merely by operating the controls.

8. Safety rules, fitness and disclosure

Participants must attend the safety briefing and follow lawful, reasonable safety directions. Boat Wise will provide appropriately sized lifejackets and explain their use before boarding. Participants must wear them whenever required by law, the Vessel's safety procedures or the master's directions, including during boarding or disembarkation when directed. Use seating, handholds and any engine cut-off device as instructed. Operate controls only when authorised. Do not interfere with safety equipment, enter the water, or sit on tubes or gunwales unless expressly directed as part of a safe activity.

Before training, disclose relevant medical conditions, injuries, medication effects, swimming limitations or support needs that may affect safe participation. Update the instructor about any change. Boat Wise will discuss reasonable adjustments and assess suitability; disclosure does not automatically exclude a participant. Seek medical advice if unsure about fitness for the activity.

Do not attend impaired by alcohol, drugs or medication. Do not consume alcohol or use recreational drugs during training. Tell the instructor if any medication could affect safe participation. Wear the clothing and secure footwear advised for the course. Report hazards, injuries and incidents promptly. Dangerous behaviour, interference with controls, harassment or refusal of safety directions may result in removal from an exercise or session when safe.

9. Participants aged 12-17

Each minor requires electronic consent from their parent or legal guardian, relevant safety information and an emergency contact. Boat Wise and the parent or guardian must confirm suitable supervision, arrival and collection arrangements before participation. Any requirement for an accompanying adult must be disclosed before payment and recorded in the booking confirmation. An accompanying adult needs a confirmed place within the Vessel's capacity. The onboard instructor supervises the training; an accompanying adult does not replace that supervision.

The instructor will explain the risks and safety rules in an age-appropriate way and confirm the young person's willingness to participate. Boat Wise retains responsibility for safe instruction and its legal duties to minors.

Helm practice depends on capability and verified legal authority, including applicable licensing requirements or a lawful training exemption. Supervision alone does not establish an exemption. The master must verify and apply the speed, time-of-day, supervision and activity restrictions applicable to each participant and the Vessel's operation. Age alone does not authorise helm practice. Any additional course restrictions must be disclosed before booking or explained when reasonably required by changing safety conditions.

Emergencies and booking conditions

10. Emergencies, belongings and participant-caused loss

The master may arrange reasonable first aid, rescue, towage or medical assistance. Adult participants and consenting guardians authorise Boat Wise to seek necessary assistance, subject to applicable consent laws. Boat Wise will try to contact a minor's guardian promptly without delaying urgent assistance. Medical or ambulance charges fall to the person legally responsible; operational costs are not automatically transferred to students.

Secure belongings against water and movement. Personal accident or belongings insurance is optional and does not replace Boat Wise's obligations. No representation is made that participants receive personal accident insurance.

An adult is responsible for reasonable, proven loss only to the extent caused by their negligent, reckless or intentional conduct or material breach of a lawful safety direction. To that extent only, the adult indemnifies Boat Wise against third-party claims. This excludes loss attributable to Boat Wise or its personnel, Vessel defects, inadequate supervision, ordinary wear and fines imposed on Boat Wise.

A learner's ordinary error while attempting an authorised exercise under supervision does not, by itself, create liability for damage or an insurance excess. Hesitation, misjudging a manoeuvre or needing instructor correction must be assessed in the context of the learner's disclosed experience, the instructions given and the supervision provided. Knowingly disregarding a clear safety instruction, taking controls without permission or deliberately misusing equipment may create responsibility if it causes loss. An inability to carry out an instruction is not automatically a refusal to follow it.

Before seeking payment, Boat Wise must explain the conduct alleged, its connection to the damage, the amount claimed and supporting evidence, and allow a reasonable opportunity to respond. Boat Wise must minimise loss and avoid double recovery. No disputed amount may be charged automatically. Any shared responsibility is determined under law. A guardian does not become liable for a child's conduct merely by giving consent.

Bookings, changes and refunds

11. Booking, cancellation and rescheduling

A booking is confirmed when Boat Wise accepts it in writing and the disclosed payment requirements are met. Course details, price, meeting point, duration and eligibility requirements are provided before booking. Send cancellation or rescheduling requests by email to the booking contact or through the booking platform's designated written-message facility. Telephone notice must be followed in writing. Notice counts when received at the designated address or facility, including outside office hours; if a delivery failure is reported, use the other designated method. Deadlines are measured in elapsed hours before the scheduled start, using Sydney local time (AEST or AEDT as applicable).

For a customer-requested cancellation or rescheduling:

- More than 168 hours before the session: full credit for a replacement session.
- From 72 to 168 hours before the session, inclusive: a cancellation charge of up to 50% of the session price, with the balance credited.
- Less than 72 hours before the session, or non-attendance: a cancellation charge of up to 100% of the session price.

Cancellation charges must not exceed Boat Wise's reasonable net loss after saved costs and replacement bookings; any excess is refunded. Credits remain available for at least 12 months, with a reasonable extension if Boat Wise cannot offer suitable availability. Statutory refund rights remain unaffected.

If a friend or guardian declines the terms: An adult booked by someone else, or a child's parent or guardian, may decline before their personal acceptance or consent. If Boat Wise receives written notice within 48 hours after the booking confirmation and before the session starts, the customer may choose a refund of the affected place or an eligible replacement at no change fee. A booking made less than 48 hours before the session has this option only until the scheduled start. After that initial period, the ordinary cancellation rules apply, subject to the exception below and statutory rights.

If Boat Wise fails to make the complete terms and the required acceptance method reasonably available in time, the customer may cancel the affected unused place without a cancellation fee. For other late requests, an eligible replacement may attend without a change fee if Boat Wise can complete all acceptance, consent and safety checks before departure. Replacement cannot be guaranteed at the departure point. The organiser must therefore share the terms promptly, as required by clause 15.

The affected place's value is its price disclosed before payment. If a single group price has no individual allocation, the refund is that price divided equally among the booked participant places. The remaining booking is not repriced because someone declines. Refunds under this agreement are returned to the original payer using the original payment method where practicable, within 14 days after entitlement and the amount are established, or sooner where required by law.

Late arrival may shorten participation or prevent safe participation if the briefing cannot be completed; the agreed finish time need not be extended. If participation is prevented, the cancellation rules apply. If material misconduct causes termination, Boat Wise may retain payment for training delivered and reasonable net loss caused by that breach, up to the session price, and refund any balance. Illness or a disclosed condition is not automatically misconduct.

If Boat Wise cancels, the customer may choose an available replacement session or a refund for the cancelled service. If training is materially shortened, Boat Wise will offer completion at an agreed time or a proportionate refund for the undelivered component. Greater remedies required by law remain available. A materially different Vessel, location or course requires customer agreement; otherwise the affected undelivered service is refundable. Unsafe conditions may require immediate operational changes.

Routine breakdown, maintenance, fuel and operational costs are Boat Wise's responsibility, except proven participant-caused loss under clause 10. Additional optional charges require prior agreement. Events outside reasonable control do not remove applicable refund rights.

Other course conditions

12. Packages, vouchers and outcomes

The booking information must disclose any package's sessions, price allocation and completion period. Unless otherwise agreed, packages run for 12 months, reasonably extended for Boat Wise cancellations or unavailable replacement sessions. Cancellation deductions are limited to delivered services and reasonable disclosed net loss, with any remaining balance refunded; no retroactive repricing applies.

Purchased gift vouchers are valid for at least three years unless a specific lawful exception is disclosed before purchase. Any applicable statutory voucher period overrides a shorter package or credit period.

Training does not guarantee independent competence, a licence or a qualification. Any recognised assessment or certificate included must be identified in the booking information, and advertised commitments remain binding as required by law. Boat Wise does not undertake ongoing supervision after safe disembarkation and agreed minor handover. Claims arising from training remain subject to this agreement and law; they do not simply disappear when the session ends.

13. Privacy, media and materials

Boat Wise uses necessary personal and safety information for bookings, delivery, eligibility, emergency response and lawful records, in accordance with applicable privacy law and its privacy notice made available when information is collected. Relevant information may be shared lawfully with instructors, service providers, insurers, advisers or authorities where necessary. Access or correction requests can be made through the booking contact.

Promotional photos, recordings or testimonials require separate optional consent. Each adult consents personally; a minor requires guardian consent and age-appropriate agreement. Refusal does not affect participation. Consent may be withdrawn for future use; Boat Wise will stop new use and take reasonable steps to remove material from channels it controls. Training materials are for personal learning; commercial reproduction requires permission except as allowed by law.

14. General provisions

Raise complaints using the booking contact. Boat Wise will seek to discuss them within 14 days. Mediation is optional; regulator, tribunal, court and urgent-relief rights remain available. NSW and applicable Commonwealth law govern, with non-exclusive jurisdiction of competent NSW courts and tribunals. Unenforceable provisions are severed only to the extent legally possible. Material changes to an existing agreement require express agreement; publishing a new version alone is insufficient. Nothing excludes liability for misleading conduct or removes non-excludable rights.

Electronic acceptance at booking

This page forms part of the agreement. No separate handwritten signature is required by these terms.

15. Who accepts and when

Ticking the applicable acceptance box and submitting the booking or participant form records that person's intention to accept electronically in the capacity stated. The full terms and risk warning must be accessible before acceptance. Acceptance must be affirmative, rather than a preselected box.

One adult may book for themselves, friends and children. The organiser accepts these terms as the booking customer for every place reserved, including payment and cancellation obligations. They must send the complete terms and risk warning to each other adult and each child's parent or guardian before booking where practicable; otherwise, within 24 hours of confirmation and always before their acceptance or consent. For bookings starting within 24 hours, the terms must be shared immediately. The organiser must also highlight the 48-hour refusal window in clause 11. Sending a summary alone is insufficient. The organiser must draw attention to clauses 2-6 and the requirement to complete acceptance before boarding. Each adult must personally accept; only a child's parent or legal guardian may give guardian consent. Booking, payment or forwarding the terms does not itself release another person's claims.

The organiser may complete their own participant acceptance and consent for their own child during booking. Other adults and guardians may complete their own acceptance through a separate link after the reservation, but before boarding. Approved observers and accompanying adults also require their own acceptance and confirmed places. No participant may board with required acceptance, consent or eligibility checks outstanding. If completion is not possible, contact Boat Wise promptly; clause 11 and legal rights govern any cancellation.

Boat Wise will link each acceptance to the booking and named participant and record the signer's name, contact details and capacity, the exact terms version and acceptance wording, checkbox response and submission time. For minors, the record will identify the child and consenting parent or guardian. Each signer will receive confirmation and a copy of the accepted terms. Boat Wise will verify that the required records exist before boarding and retain them securely under its privacy and legal recordkeeping obligations. Payment confirmation alone is not participant acceptance. Records are evidence, not conclusive proof immune from challenge.

Booking acceptance wording

Required booking-stage checkbox

☐ I have accessed and read the **Boat Wise Powerboat Handling Course Terms and Conditions, Risk Acknowledgement and Limited Accident Release, version BW-G650-2.3**. I agree to the terms in the capacities applicable to me below and intend to accept electronically by ticking this box and submitting my booking.

As the booking customer: I accept the booking terms for every place I reserve. I will send the full terms and risk warning to each other adult and each child's parent or legal guardian within the sharing deadline in clause 15. I will highlight the refusal deadline in clause 11 and clauses 2-6 and ensure the required individual acceptances and guardian consents are completed before boarding. My acceptance does not replace theirs.

If I am an adult participant or observer: I acknowledge the risks in clause 2, choose to participate and agree to the limited accident release in clauses 3-6, only for harm arising solely from inherent risks despite reasonable care and without negligence or breach of legal obligations by Boat Wise or its personnel. I understand that negligence claims and the rights in clause 6 remain unaffected and agree to follow safety directions and disclose relevant safety information.

For each named child aged 12-17 whose parent or legal guardian I am: I confirm my authority, acknowledge the risks and consent to participation, the supervision arrangements in clause 9 and necessary emergency assistance under clause 10. I will provide relevant safety information. This consent does not release the child's claims.

Separate acceptance for another adult in the booking

☐ I am the named adult participant and accept personally. I have read version BW-G650-2.3, acknowledge the risks and agree to these terms, including the limited adult accident release in clauses 3-6. I understand that this does not release negligence claims or claims arising from breach of legal obligations. I voluntarily participate, will follow safety directions and will provide relevant safety information. I intend to accept electronically by ticking this box and submitting.

Separate consent where the child's guardian is not the organiser

☐ I am the named child's parent or legal guardian. I have read version BW-G650-2.3, acknowledge the risks and agree to the provisions applicable to me. I consent to participation, the clause 9 supervision arrangements and necessary emergency assistance under clause 10. I will provide relevant safety information. This does not release my child's claims. I intend to consent electronically by ticking this box and submitting.

Optional promotional media checkbox

☐ I consent to promotional use under clause 13. For a child, I am their parent or legal guardian and have checked that they agree. This is optional and may be withdrawn for future use.