

Broadwater Resort  
11 Holgate Road,  
Broadwater WA 6280

Guest Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

RE: WAIVER OF LIABILITY REGARDING BOAT MOORING

This Waiver of Liability (the "Waiver") is executed voluntarily by the undersigned, hereinafter referred to as "the Guest," to the Broadwater Resort, hereinafter referred to as "the Resort," pertaining to the mooring of a vessel at the Resort, located in Broadwater, Western Australia.

In consideration of being permitted to moor my vessel bearing registration number \_\_\_\_\_, at the Resort, I, the Guest, hereby acknowledge and agree to the following terms and conditions:

**Assumption of Risk:** I understand and acknowledge that mooring a vessel involves certain inherent risks, which may include, but are not limited to, damage to the vessel, theft, vandalism, weather-related damage, and accidents. I willingly accept and assume all such risks and potential consequences associated with mooring my vessel at the Resort.

**Compliance with Maritime Laws:** I hereby certify that my vessel complies with all applicable maritime laws, regulations, and requirements imposed by the Western Australian Department of Transport or any other relevant authority. I understand that failure to comply with such laws and regulations may result in legal penalties, and I agree to assume all responsibility for any consequences arising from non-compliance.

**Release and Indemnification:** To the fullest extent permitted by law, I hereby release, discharge, and hold harmless the Resort owners, its agents, employees, shareholders, and representatives from any and all claims, liabilities, suits, actions, damages, costs, or expenses, including but not limited to legal costs, arising from or related to the mooring of my vessel at the Resort. This release includes, without limitation, any claims or liabilities resulting from negligence or fault on the part of the Resort.

Insurance Coverage: I understand that it is my sole responsibility to obtain and maintain adequate insurance coverage for my vessel, including but not limited to, coverage for any damage, theft, or personal injury that may occur while my vessel is moored at the Resort. I agree to maintain valid and comprehensive insurance throughout the duration of my vessel's mooring.

Governing Law: This Waiver shall be governed by and construed in accordance with the laws of the state of Western Australia, without regard to its conflict of law principles.

Severability: In the event that any provision of this Waiver is deemed to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I have read and understood this Waiver in its entirety, and I voluntarily sign it as my own free act and deed.

Guest's Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness's Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please note that this Waiver is a legal document. If you have any concerns or questions regarding its content, it is advisable to seek legal counsel before signing.