

# INDEMNITY FORM

In seeking to participate on a boating event organised by **Adelaide Cellar Door HK Ltd (trading as Hong Kong Yachting)** I hereby warrant and acknowledge:

- 1) **ORGANISERS RESPONSIBILITY:** By signing this form you, the organiser is agreeing to the of the **INDEMNITY FORM** rules and [TERMS & CONDITIONS](#) on our website [www.hongkongyachting.com](http://www.hongkongyachting.com). The organiser of the charter is responsible for informing all their guests.
- 2) **DAMAGE:** The organiser is responsible for any damage caused to the boat by them or their guests and are liable for any repair costs.
- 3) **CAPTAIN:** The Captain has the sole right for decisions made onboard the boat and may issue directions to staff & guests should a situation arise.
  - a. Following reckless or dangerous behaviour, the Captain reserves the right to return to the pier.
  - b. The Captain reserves the right to control the music level on board.
  - c. Following dangerous weather the Captain reserves the right to return to the pier.
- 4) **BOATS:** Hong Kong Yachting owns Tarzan and Jungle Jane only and although we take precautions to make sure the same safety and services is executed on other boats or speedboats we cannot be held responsible for their actions or staff. We would highly appreciate any feedback
- 5) **BOAT CAPACITY:** The number of people who board the boat cannot exceed the **legal limit/ license capacity**
- 6) **EXTRA COSTS:** **Overtime & extra fuel charges** for long journeys apply – please confirm your route prior to departure.
- 7) **ACTIVITIES:**
  - a. **Speedboats** and extra activities are must be organised by Hong Kong Yachting or prior approval is required.
  - b. When using **inflatable toys** (slides, trampolines, mats etc) please take caution and wear a life jacket. Children are not allowed to use these activities without wearing a lifejacket.
- 8) **SAFETY & RESPONSIBILITY**
  - a. Hong Kong Yachting takes no responsibility for personal injury or the loss of personal belongings
  - b. Passengers must take responsibility themselves to ensure the safety of any property which they bring onboard.
  - c. We are aware of potential dangers on board boats including tripping hazards, moving parts and obstacles
  - d. We are aware of the potential dangers of exposure to the sun and drinking alcohol in the sun
  - e. No diving or dancing is allowed from the top deck of the boat.
  - f. No entering the water when the boat is in motion and/or engines are on.
  - g. No boarding or disembarking while engines of the boat are on and before instruction has been given by the crew
  - h. When a Typhoon Signal 3 is hoisted or a Black Rainstorm Warning is issued, the charter will be automatically postponed.
- 9) **FOOD & DRINKS:**
  - a. The **number** of people declared for food and drinks packages is the total number on the boat and will be required to pay.
  - b. No food or drinks is allowed to be **removed** from the boat at the end of the charter and if it is the organiser will be charged for it after the charter. Unless the food and drinks were brought on by the guests or booked via our a la carte menus.
  - c. Our **drinks packages** include 14 alcoholic and 5 non alcoholic drinks/person. You will run out of drinks if you leave them in the can/glass or tip/spray them out. 1 or 2 items may run out if everyone drinks the same items so please inform us in advance your preference.
  - d. Hong Kong Yachting will not take responsibility for **allergies**. We will remove items on menus when notified in advance but we cannot guarantee traces of nuts, eggs, wheat etc still won't be present, so if you have a severe allergy we suggest BYO your own food. Staff on the boats do no know exactly what ingredients are in items so asking them on the boat is too late.
- 10) **DRUGS & ALCOHOL:**
  - a. No drugs allowed on board and if discovered the boat will return to the dock and police will be informed.
  - b. Responsible drinking practices is the responsibility of the organizer and Hong Kong Yachting will not be held liable for any injury incurred and no insurance cover is applied to any person who has been drinking alcohol or taking drugs.
  - c. Hong Kong Yachting will stop alcohol service and or/call police/ambulances if guests are not drinking alcohol responsibly.
- 11) **MUSIC:** No additional music equipment or speakers can be brought on board without prior agreement and a signed *External Equipment Agreement Form*.
  - a. Music will not be allowed during docking or mooring of the boats.
  - b. No DJ decks are allowed to plug into the boats speakers. If the boat accepts the use of DJ equipment you must bring your own speakers
  - c. Dancing is not allowed in large numbers (8+) on the boats decks
- 12) **INSURANCE:** Hong Kong Yachting owns and operates two boats (Jungle Jane and Tarzan). It acts as an agent to facilitate the charter of other boats; however, it does not own or operate those other boats and shall not be liable for any loss or damage, howsoever arising, in respect of any charter of any boat other than Jungle Jane and Tarzan. In respect of charters involving Jungle Jane and Tarzan, Hong Kong Yachting's liability for any loss or damage suffered by you or your guests shall not exceed the total charter fee of the relevant charter. Please note that all boat owners in Hong Kong are required by law to hold third party liability insurance.
- 13) **EXTRA INSURANCE OPTION:** I acknowledge there are options to take out One Day safe local travel accident insurance to further protect my guests, but have chosen against this insurance.
- 14) **CHILDREN & PETS:** Children are the sole responsibility of their guardians and children 14yrs or below must wear lifejackets. No pets are allowed
- 15) **PHOTOS:** By chartering with Hong Kong Yachting, you acknowledge that photos may be taken of the trip/event and you consent that these photos may be used for promotional purposes. Please inform if you don't allow this.
- 16) **ATTENDEES LIST:** Complete list of passengers' names & a contact phone number must be submitted to Hong Kong Yachting 2 days prior to departure. This may be requested by the marine department or marine police during the charter.

**By signing the below, I hereby understand and agree to all of the above terms and conditions and have informed my guests.**

**Date of charter:** \_\_\_\_\_ **Boat Name:** \_\_\_\_\_ **Number of guests:** \_\_\_\_\_

**Organiser Name:** \_\_\_\_\_ **Organiser Mobile:** \_\_\_\_\_

**Organiser Signature:** \_\_\_\_\_