



## JETSKI ACTIVITIES – TERMS & CONDITIONS AND WAIVER

This Terms and Conditions and Waiver (the “Agreement”) constitutes a contract between the person or persons (the “Participant(s)”) who wish to take part in Jetski (“Watercraft”) activities provided by SYC Powersports Pte Ltd (“SYCPS”), a Singapore limited company with UEN 201842452C.

The types of Jetski activities covered by the Agreement (“The “Activities”) are referred to as: -

- (1) Jetski Island Adventure                      (A skippered, non self-drive excursion)
- (2) Jetski Discovery                                (A self-drive training activity)

This is a legally binding agreement between the Participant(s) and SYCPS (known collectively as “The Parties”) and is governed by the laws of the REPUBLIC OF SINGAPORE.

Whereby the Participant(s), by signing the Agreement, confirm their agreement to adhere to the terms and conditions provided in paragraphs 0 to 7 of the Agreement at all times when participating in the Activities.

Whereby all Participant(s) specified in the Agreement are equally subject to all responsibilities, obligations, terms and conditions provided in paragraphs 0 to 7 of the Agreement.

Whereby the Agreement shall continue to be valid and apply to the Activities as may be provided by SYCPS to the Participant(s) named in the Agreement from time to time, until such time as it is cancelled by mutual written agreement of the Parties, or the Parties sign a new Terms and Conditions and Waiver agreement pertaining to Jetski activities of a similar nature provided by SYCPS.

Date of Agreement: \_\_\_\_\_

**1. DETAILS OF PARTICIPANT(S)**

<b>PARTICIPANT 1</b>	
Full Name	
Current Valid NRIC or Passport Number	
Current Valid PPCDL License Number <b>(*required for Jetski Discovery only*)</b>	
Address (Building Name/Number, Street)	
Address (City, State, Country, Zip/Postcode)	
Contact Phone Number	
Contact Email	

<b>PARTICIPANT 2 (if applicable)</b>	
Full Name	
Current Valid NRIC or Passport Number	
Address (Building Name/Number, Street)	
Address (City, State, Country, Zip/Postcode)	
Contact Phone Number	
Contact Email	

**2. CONDITIONS OF USE – JETSKI ISLAND ADVENTURE**

In paragraph 2 “Activity” shall be used to refer to the entire duration of a Jetski Island Adventure excursion.

(a) Eligibility: -

- i. Maximum number of Participants per Jetski is 2;
- ii. Participants must be aged 12 or over to participate in this Activity (conditions apply as below);
- iii. For participants aged under 21 years, a parent/guardian must co-sign the Agreement with the participant;
- iv. If a Participant cannot place their feet firmly on the floor of the Jetski when seated, a parent/guardian must accompany them on the same Jetski.

(b) Other operating rules and restrictions: -

- i. SYCPS reserves the right to end the Activity at any time due to inappropriate or unsafe behaviour by the Participant(s) and no refund will be given in such case;
- ii. Participant(s) must wear a properly fitting, approved life vest throughout the duration of the Activity, whether the Watercraft is stationary or moving;
- iii. Participants must at all times listen to and diligently follow any instructions, orders or requests given by the skipper before or during the Activity, whether communicated verbally or by other means;
- iv. Although not mandatory, it is recommended that you purchase accident and/or travel insurance before participating in this activity;
- v. Due to Singapore MPA regulations, customers may not drive the Jet Ski themselves. A qualified guide/skipper will be provided;
- vi. This activity takes place in the open ocean where there may be some waves. Please do not book if you are not comfortable at sea;
- vii. Please wear suitable attire and be prepared for your clothes and belongings to get wet. Belongings that must not get wet may be put into the water-tight storage compartment of the Jet Ski during the tour, entirely at your own risk;
- viii. Participant(s) must wear a properly fitting, approved life vest throughout the duration of the Activity, whether the Watercraft is stationary or moving;

### 3. CONDITIONS OF USE – JETSKI DISCOVERY

In paragraph 2 “Activity” shall be used to refer to the entire duration of the Jetski Discovery package including both classroom and practical elements.

(a) Eligibility: -

- i. Maximum number of Participants per Jetski is 1;
- ii. The Participant must be in possession of a valid PPCDL license issued by the Maritime and Port Authority of Singapore (“MPA”) at the time of the Activity;
- iii. SYCPS reserves the right to refuse participation in the Activity if in its sole judgement adequate evidence that the Participant is in possession of a valid PPCDL license has not been provided prior to commencement of the Activity;
- iv. Participant must be aged 16 or over to participate in this Activity (conditions apply as below)
- v. A Participant who cannot place their feet firmly on the floor of the Jetski when seated will not be allowed to participate (for safety

reasons).

- vi. For participants aged under 21 years, a parent/guardian must co-sign the Agreement with the participant;

(b) Other operating rules and restrictions: -

- i. The Participant will not at any time take the Watercraft into any Prohibited or Restricted Areas in Singapore Waters as defined by the MPA, including but not limited to the prohibited areas at Brani Island;
- ii. The Participant is responsible at all times while driving, operating or being in possession of the Watercraft for adhering to all rules, regulations and laws applicable to the Watercraft in Singapore waters, as provided by the MPA and any other applicable authorities or governing bodies, and shall be solely responsible for any fines or other penalties incurred as a result of not complying with such rules, regulations and laws;
- iii. The participant must at all times operate the Jetski safely and responsibly and in accordance with guidance and rules applicable to vessels operating in Singapore waters, including but not limited to adhering to the following practices: -
  - (1) Always Operate Safely and Alertly. Scan constantly for people, objects, and other Watercraft;
  - (2) Approach the dock and other boaters, swimmers SLOWLY when using the Watercraft;
  - (3) The Participant is responsible for property damage caused by your wake or Watercraft;
  - (4) Always Obey and Follow ALL boating Laws AND Posted Signs;
  - (5) Look out for and avoid debris or objects in the water that could cause damage to the impeller, engine or other parts of the Watercraft;
  - (6) The Watercraft may not exceed a maximum speed of 5 knots or 9 km/hr within 200m of shoreline and while moving inside One 15 Marina;
  - (7) The Watercraft may not exceed a maximum speed of 5 knots or 9 km/hr within 50 metres of other vessels or persons;
  - (8) The Watercraft may not exceed a maximum speed of 5 knots or 9 km/hr within 200 metres of a dive flag;
- iv. The Participant will exercise proper care and diligence concerning the security and safety of the Watercraft at all times while the Watercraft is in their possession, and will do nothing to jeopardize any insurance claims that may arise;
- v. Where provided on the Watercraft, a wristband key / kill switch must be worn by the Participant at all times whilst the Watercraft is in operation;
- vi. SYCPS reserves the right to end the Activity at any time due to reckless, hazardous or irresponsible operation of the Watercraft by the Participant and no refund will be given in such case;
- vii. The Participant shall be responsible for any costs resulting from breaches of Maritime Laws or Singapore Maritime Port Authority (MPA) rules and regulations and subject to any fines, prosecution or any other liability resulting thereof from use of the Watercraft;
- viii. All rules and regulations stipulated by One15 Marina must be followed at all times and any breaches by the participant and any associated fines or other penalties will be sole responsibility of

the Participant. Applicable Rules and Regulations are available in the One15 Marina office.

- ix. Participant(s) must wear a properly fitting, approved life vest throughout the duration of the Activity, whether the Watercraft is stationary or moving;
- x. Participants must at all times listen to and diligently follow any instructions, orders or requests given by the trainer before or during the Activity, whether communicated verbally or by other means.

(c) Inspection of Equipment and Damage: -

- i. Notwithstanding that SYCPS will provide Watercraft for the Activity in good mechanical and physical condition, Participants are assumed to have inspect the Watercraft and any additional equipment provided before commencement of the Activity and will use the Watercraft and any equipment without any representations by SYCPS;
- ii. If the Watercraft or any additional equipment is found by the Participant to be damaged or malfunctioning at the commencement of the Activity, the Participant must report this with full details to SYCPS before commencement of the Activity;
- iii. The Participant will be held responsible for any damage to the Watercraft or equipment that exists upon completion of the Activity which was not reported by the Participant prior to commencement of the Activity;

#### 4. LOSS OF OR DAMAGE TO PARTICIPANTS' PROPERTY

- (a) It is expressly agreed by the Parties that SYCPS shall not be liable for loss of or damage to any property belonging to the Participant(s) and carried by them during the Activities, or stored in the Watercraft or left at SYCPS's premises or with any member of SYCPS's staff;
- (b) The Participant(s) agree(s) to hold SYCPS harmless from and against any such claims.

#### 5. LIABILITY AGREEMENT

By signing the Agreement, Participants are deemed to have expressly agreed to the statements in paragraphs 5A to 5E below.

I/we, the Participant(s): -

- A. **RELEASE, REMISE, AND DISCHARGE** SYCPS (hereinafter for the purposes of paragraph 5 referred to as "releasees"), from all liability to me/us, my/our personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me/us or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any way related to my presence on the premises occupied by SYCPS and/or my/our participation in the Activities INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE;
- B. **AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** on account of injury to me or to any other person, whether or not the injury results in death, or account of damage to any property, whether or not the property is owned by me, arising from, or related to, my use of any

property owned or leased by SYCPS, during my participation in the Activities, whether or not these injuries or damages were caused by the releasees' negligence;

- C. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND RELEASES** from any loss, liability, damage, or cost that may incur, including attorneys' fees, arising from, or in any way related to, my presence on the premises occupied by SYCPS, or my participation in the Activities;
- D. ASSUME THE RISK OF BODILY INJURY, DEATH, OR PERMANENT DAMAGE**, whether due to the negligence of Releasees' negligence, my negligence, or any other reason or factor, while upon the premises occupied by SYCPS, and/or while participating in the Activities;
- E. AGREE AND UNDERSTAND THAT: -**
- a. My/Our participation in the Activities, as with any water sport(s), will test my/our physical and mental limits, involves very powerful machinery, and exposes me/us to dangers associated with the operation of such equipment. These dangers include, without limitations: collisions with other vessels, fixed objects, persons in the water, or objects in the water; exposure to the elements; mechanical breakdown; loss of control of the vessel; falling off the vessel; sinking of the vessel; drowning; and other dangers known or unknown. I/we understand these risks and assume the risk of harm presented by these risks and consent and agree to be solely responsible for all potential risks;
  - b. My/our presence on the premises and property operated by SYCPS and/or my/our participation in the Activities exposes me/us to potential risks that include, without limitations: death or serious injury to myself and/or others; and damage to property owned by me/us, SYCPS, and/or others. I/we consent and acknowledge to be solely responsible for all such potential risks;
  - c. The Activities may pose an additional danger to persons with pre-existing physical injuries or conditions, or other conditions, or to pregnant women. I/we am/are not aware of any physical or mental conditions that may affect my/our ability to participate in such Activities or that may be aggravated by the participation in such activities. Alternatively, I acknowledge that I have consulted with my physician who has advised me that I may participate in these activities without restrictions. Furthermore, I/we hold SYCPS harmless for any and all injuries, accidents or aggravation to existing conditions which are caused by my/our participation in the Activities.
  - d. I/we will NOT participate in any of the Activities provided by SYCPS while my/our ability is impaired by alcohol, drugs, other substances or otherwise. If my/our ability is found by discretion of SYCPS staff and or MPA/Port Police to be impaired by said substances I/we further agree that the Activities will be terminated and no refund will be provided and that I/we will be solely responsible for any and all damages, fines and any other liability that results.
  - e. In the event that I/we become aware of any malfunction, defect or breakdown of the Watercraft during the Activities or any equipment becoming defective, I/we shall

immediately report the problem to the skipper/trainer as applicable, and continued participation in the Activities without reporting such circumstance to the skipper/trainer shall be entirely at my/our risk and I/we shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss, or damage caused to all persons and property that may become involved and any/all incident(s) or accident(s) thereof.

- f. SYCPS reserves the right to amend the schedule for the activity at its sole discretion due to poor or dangerous sea or weather conditions and no refund will be given or alternative date provided in such cases;
- g. SYCPS reserves the right to cancel or terminate early any Activities due to inclement weather, poor or dangerous sea conditions or other unsafe circumstances. In such case, SYCPS may at its sole discretion either prorate a monetary refund in place of the time lost or provide an alternative date and time to complete the remainder of the purchased Activities;
- h. I/we will have the opportunity to inspect the Watercraft and any additional equipment before commencement of the Activities and I/we will not participate in the Activities until I/we have carried out such inspection and I/we am/are satisfied with its condition. By participating in any Activities, I/we acknowledge that I/we have conducted this inspection to my/our satisfaction;
- i. SYCPS is not a manufacturer of the Watercraft that I/we are using during the Activities, and it does not make any representations, warranties of, or covenants, expressed or implied, with respect to the condition, quality, durability, or suitability of the Watercraft;
- j. IT IS MY/OUR DUTY TO ASK SYCPS STAFF TO FURTHER EXPLAIN ANY MATERIALS, RULES, REGULATIONS, OR INSTRUCTIONS PROVIDED BY THEM THAT I/WE DO NOT UNDERSTAND BEFORE I/WE COMMENCE ANY ACTIVITY. I/WE WILL NOT PARTICIPATE IN ANY ACTIVITY IF I/WE DO NOT UNDERSTAND ANY PART OF ANY MATERIALS, RULES, DETAILS, REGULATIONS, OR INSTRUCTIONS PROVIDED TO ME/US BY STAFF OR REPRESENTATIVES OF SYCPS OR IF I HAVE QUESTIONS ABOUT THE EQUIPMENT OR ACTIVITY WHICH I HAVE NOT ASKED A REPRESENTATIVE OR MEMBER OF STAFF OF SYCPS TO ADDRESS OR WHICH HAVE NOT BEEN ANSWERED IN A SATISFACTORY MANNER WHICH I FULLY UNDERSTAND PRIOR TO THE ACTIVITY.

## **6. ENTIRE AGREEMENT**

The Participant(s) and SYCPS acknowledge that this Agreement contains the full and complete agreement between the Parties relating to the subject matter herein, that there are no oral, written, or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the Parties, whether written or oral relating to the subject matter herein. The Parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the Parties.

## **7. SEVERANCE**

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Any one or more clauses, stipulations or provisions of this Agreement, or any part thereof, which is declared or adjudged to be illegal, invalid, prohibited or unenforceable under any applicable law in any jurisdiction shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating, vitiating or rendering unenforceable the remaining clauses, stipulations or provisions of this Agreement, and any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate, vitiate or render unenforceable any such clauses, stipulations or provisions in any other jurisdiction.



**8. SIGNATURES**

By signing the Agreement, the Parties confirm their understanding and agreement to all requirements, obligations, terms and conditions provided in paragraphs 0 to 7 of the Agreement.

**SYC POWERSPORTS PTE LTD**

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Name \_\_\_\_\_  
(As Director of SYC powersports Pte Ltd)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**PARTICIPANT(S)**

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**Participant 1** Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Participant 2** Name \_\_\_\_\_  
(If applicable)

Signature \_\_\_\_\_ Date \_\_\_\_\_