Cockatoo Marine
Docks Precinct,
Cockatoo Island,
Sydney NSW 2039
Phone: 02 9940 0172

BARGE HIRE TERMS CONDITIONS AND LIABILITY WAIVER

Terms and conditions

By signing this document, I hereby authorise and acknowledge:

1. Cockatoo Marine (CM) employees and appointed contractors will operate the barge, and may load, stow, secure and unload my goods and vehicles at my risk. It is also understood that CM will not be held responsible for loss of or damage to my goods or vehicles (or articles left in or with them) in case of fire, theft, accident, inclement weather or sea conditions, or any other cause beyond CM's control;
2. CM may require that the total amount due on the associated invoice must be paid in full before loading. Additional charges may apply for waiting time;
3. That I have accurately declared the type, quantity and weight of all goods and vehicles, including any dangerous goods such as fuel, gas cylinders, batteries or chemicals. Vehicles must be roadworthy, free of fuel or fluid leaks, and driven on and off the barge only by a licensed driver under crew direction and at the risk of the owner of the vehicle;
4. That the skipper has final authority over loading and departure, and may refuse, offload or delay any goods, vehicle or person, or cancel or postpone a trip, for weather, tide, overloading or safety reasons;
5. That I have read and agree to the Liability Waiver and Release below; and
6. I agree to and accept the terms and conditions and site rules provided in this email or at www.cockatooboatstorage.com.au/termsandconditions.

Liability waiver and release

LIABILITY WAIVER. This document includes a release of liability and an indemnity. By signing it you give up certain legal rights, including the right to claim against Cockatoo Marine for injury, death or loss of property. Please read it carefully before signing.

In this section, "CM" includes Cockatoo Marine, Escape Boating Pty Ltd and its directors, employees, crew, contractors and agents. "I" includes the customer and the company named below.

1. **Risk warning.** Barge transport, the loading and unloading of vehicles and goods, and being on or near the water involve risks of harm. These include slips, trips and falls; falling into the water and drowning; being crushed or trapped by vehicles, cargo or the ramp; sudden barge movement from wash, wind, tide or weather; and loss of or damage to vehicles and goods.
2. **Assumption of risk.** I understand these risks and voluntarily accept them for myself, my goods and vehicles, and everyone travelling or working under my booking.

3. **Release.** To the maximum extent permitted by law, I release and forever discharge CM from all claims, demands, actions, costs and liability for personal injury, illness or death, and for loss of or damage to property, arising from or connected with the barge hire, including where caused by the negligence of CM, but excluding gross negligence or wilful misconduct.
4. **Indemnity.** I indemnify CM against any claim, loss, cost, fine or liability, including claims by third parties, arising from my breach of this document, an inaccurate declaration, dangerous goods I supply, or the acts or omissions of me, my drivers, passengers or workers.
5. **Damage to CM property.** I will pay for any damage to the barge, ramp, wharf or CM equipment, and for any spill clean-up or fines, caused by me, my goods, vehicles, passengers or workers.
6. **Insurance.** My goods and vehicles are not covered by CM's insurance. I am responsible for insuring them while in transit.
7. **Passengers and workers.** I will ensure everyone travelling or working under my booking is told of these risks and follows crew instructions. CM may require each of them to sign their own copy of this waiver before boarding.
8. **Australian Consumer Law.** Nothing in this document excludes, restricts or modifies any right, remedy or guarantee that cannot be excluded under the Australian Consumer Law or any other law.
9. **Severability.** If any part of this waiver is found unenforceable, that part is limited or removed only to the extent needed, and the rest continues in full effect.
10. **Binding effect.** This waiver binds me, my company, and my heirs, executors, administrators and assigns.

Customer details

By signing below, I confirm that I am 18 years or older, that I have read and understood this document, including the Liability Waiver and Release, that I have had the opportunity to ask questions or seek independent advice, and that I sign it voluntarily on my own behalf and, where named, on behalf of my company.

Customer name	
Company	
Mobile	
Barge date	
Pick-up / drop-off location	
Vehicle registration number(s)	
Description of goods and approx. weight (kg)	
Customer Signature	
Date of Signing	