

PREPAID BOOKINGS	
PP Booking Name:	
Intro Dive:	
Helmet:	
Seabob:	

BOOKED ON BOARD - Issued by:		
Intro Dives	Helmet Diving	Seabob Tour
All activities must be paid for before taking part.		Total Due \$.....
Other Optional Activities today (please list):		



MEDICAL DECLARATION FOR AQUATIC ACTIVITY PARTICIPANTS		Checked by:
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PARTICIPANT INFORMATION - Please write clearly in English

First Name:	Surname:	Sex: M / F
Date of Birth: / /	Email:	
Address:		
State:	Country:	Postcode:
Mobile:	Emergency Contact Name & Phone:	

General Information (please tick Yes or No)

	Yes	No
1. Can you swim?		
2. Have you snorkelled before? If yes, are you comfortable with: free diving Y / N duck diving Y / N		
3. Have you tried scuba diving before?		
4. Are you flying within next 24 hours? If yes, flight day/time:		
5. Have you ingested alcohol within 8 hours prior to diving?		
6. Do you wear prescription glasses? (note - prescription masks are available to hire)		
7. Do you wear contact lenses? If yes, and you are wearing them today? (please circle) hard / soft		
8. Are you pregnant?		

Are you CURRENTLY suffering from (please tick Yes or No)

	Yes	No
9. Breathlessness		
10. Chronic ear discharge or infection or a perforated eardrum		
11. High blood pressure		
12. Other illness or operation within the last month - Details:		
13. Are you taking any prescription medicines or drugs (excl oral contraception)? If yes, please enter details below		

Medications / Other Medical Conditions / Notes	Have you suffered from, or do you currently suffer from any of the following? (please tick yes or no)	Yes	No
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	14. Fainting, seizures or blackouts		
	15. Epilepsy		
	16. Diabetes mellitus (sugar diabetes)		
	17. Asthma or wheezing		
	18. Brain, spinal cord or nervous disorder		
	19. Chronic bronchitis or a persistent chest complaint		
	20. Collapsed lung (pneumothorax)		
	21. Chest surgery		
	22. Heart disease/disorders of any kind incl pacemakers		
	23. Tuberculosis or any form of long term lung disease		
	24. Ear surgery		
	25. Recurrent ear problems when flying/inability to 'clear' ears at height		
	26. Major joint or back surgery		
27. Chronic sinus conditions			
28. Physical handicap - details:			
29. Other medical conditions not listed here? Enter details in panel to the left			

30. Do you understand that concealment of any condition incompatible with safe diving, snorkelling, duck diving, or free diving may put your health or life at risk?

Participant signature:	Witness Signature:	Date: / /
If under 18, parent or guardian's name and signature:		Date: / /

SSI Instructor Statement from SSI Dealer : AMBEAU SPORT & REC

I have completed all phases of the SSI Resort Diving/Helmet Dive/Seabob tour (delete not applicable) for this participant in accordance with the SSI Training Standards, Seabob Standards and WHS Code of Practice as applicable.

Instructor Name:	SSI Number:
Instructor Signature	Date: / /
Certificate number issued:	

Deed of Assumption of Risk

In consideration of and as a condition of **Reef Magic Cruises Pty Ltd ACN 076 453 257** [dba *Marine World Outer Reef Cruises, Whale Watching Tours Cairns, Reef Magic Education, Reef Magic Charters and Reef Magic Cruises*] and **Juliette Holdings Pty Ltd ACN 081 005 085** [dba *Ambeau Sport & Recreation and Dive Career Centre*], hereinafter collectively referred to as "the business", agreeing to allow me to participate or enrol in any one or more of the following recreational services: (a) Scuba Diving; (b) Snorkelling; (c) Instruction in scuba diving or snorkelling; (d) In-water Electric Scooter; (e) use of any material, plant or equipment associated with the foregoing; and (f) any activity incidental to the above activities conducted, supplied or serviced by or to the business (hereinafter referred to as "the Aquatic Activities"):

1. I hereby covenant acknowledge and agree, to participate in some or all of the Aquatic Activities described herein. I have read, understood, approved and agree to the following provisions. Reference to the business includes its offices, employees, agents and contractors. This document applies to all Aquatic Activities which I participate in.

..... initials

2. I accept that Aquatic Activities carry with them a degree of risk which may result in serious injury, economic loss or death and I am prepared to assume such risks. I acknowledge that under the *Civil Liability Act 2003* a person is not liable in negligence for harm suffered by another person as a result of the materialisation of an inherent risk; and a person is not liable in negligence for harm suffered by another person as a result of the materialisation of an obvious risk of a dangerous recreational activity engaged in by the person suffering harm. I expressly agree to assume the risk of personal injury to myself and to persons for whom I am responsible for supervision and care, as well as the risk of damage to property while participating in any chosen Aquatic Activities.

..... initials

3. Pursuant to section 139A of the *Competition and Consumer Act 2010*, I agree that the guarantee given (in Schedule 64 Part 3 – 2 Subdivision C in Schedule 2 under the *Australian Consumer Law Provisions*) is excluded with respect to the supply of recreational services but the exclusion is limited to liability for:

- (a) death; or
- (b) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); or
- (c) the contraction, aggravation or acceleration of a disease of an individual; or
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) that is, or may be harmful or disadvantageous to the individual or community; or
 - (ii) that may result in harm or disadvantage to the individual or community.

..... initials

4. I consent to any medical treatment which may be considered necessary to be carried out by the business in the event of injury or illness during the course of undertaking any Aquatic Activities and I agree to indemnify the business in respect of the cost of the medical treatment.

..... initials

5. Either I have no condition or injury that could be affected by the Aquatic Activities or I acknowledge that the business is not responsible for aggravation to any existing medical condition whether or not I have disclosed it.

..... initials

6. I indemnify and hold harmless the business against all claims, losses, damages or expenses that may be claimed by me or any

person for whom I am responsible for supervision and care as well as persons who may make such a claim on my behalf.

..... initials

7. I unconditionally waive and relinquish all claims for liability and release and discharge the Business, from all liabilities, claims and causes of action that may arise from:

- (a) Personal Injury, Property Damage, Economic Loss or Wrongful Death whenever and however such may occur whether the same shall arise by Negligence (including common law), Breach of Contract, Breach of any statute, code of practice or standard, Delay or cancellation or otherwise (hereafter "the liabilities") as a result of my participation in the Aquatic Activities.

..... initials

8. I agree to indemnify and hold harmless the business from the liabilities in respect of any action brought against them as a result of my participation in the Aquatic Activities, acknowledge that:

- My participation in the Aquatic Activities is a potentially hazardous activity which may result in serious injury, property damage, economic loss or death and I am prepared to assume such risks.
- I have been fully advised of the potential dangers and hazards associated with my participation in the Aquatic Activities; and
- I have read and understood this Deed and I intend it to have legal effect to exempt and relieve the business from the Liabilities and have signed it voluntarily and without inducement by the business.
- Diving Trips may be conducted at sites that are remote either by time and/or distance from a recompression chamber.

..... initials

9. I agree that this document is to be governed by the laws of Queensland and the Commonwealth of Australia.

Executed as a Deed

Date:	
Name of Adult Participant:	
Signature of Adult Participant: Signed Sealed and Delivered	
Name of Child	
Office Use Only Business Employee & witness	