

PREPAID BOOKINGS:	
PP Booking Name:	
1 Dive / Cert Package / 3rd Dive (please circle)	
Helmet:	
Seabob:	

BOOKED ON BOARD - Issued by:	Helmet	
1 Dive / 2 dives / 3 dives (please circle)	Seabob Tour	
All activities must be paid for before taking part.		Total Due \$.....
Other Optional Activities today (please list):		



MEDICAL DECLARATION FOR CERTIFIED DIVERS

Cert Card Checked by:

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:	

Diving Certification & Experience

Certification Level:	Certification Agency:
Year certified:	Certification Number:
How many logged dives to date?	Date & location of last dives:

IMPORTANT: Are you flying within next 24 hours? Yes/No If yes, details:

Have you had / do you suffer from any of the following? (please tick Yes or No) Yes No

Please note - positive responses to questions do not necessarily disqualify you from diving. Any points of uncertainty should be discussed with the instructor. All information provided in this form will be kept in strict confidence.

1. Asthma or wheezing		
2. Chest surgery		
3. Chronic Bronchitis		
4. Diabetes Melitis (sugar diabetes)		
5. High blood pressure		
6. Illness or operation in the last month		
7. Pregnant or planning to be		
8. Ingested alcohol within 8 hours prior to diving		
9. Major joint / back injury		
10. fainting, seizures or blackouts		
11. Collapsed lung (pneumothorax)		
12. Are you taking prescribed medicines or drugs (excl contraception) - if yes, please list these clearly below		
13. Any other medical conditions not listed above? - if yes, please list these clearly below		

Please clearly list any medications/other medical conditions below

	Checked by:
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I have read and fully understand the information on this form. I certify that the information given on this form is true and correct to the best of my knowledge and that I realise that any failure on my part to provide complete and accurate information on my medical history could result in death or serious injury being suffered by me should I proceed with diving activity.

Participant signature:	Witness Signature:	Date: / /
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If under 18, parent or guardian's name and signature:	Date: / /
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Declaration if using an Ambeau Sports dive computer

I acknowledge I have been issued with Dive Computer number I agree to return the computer in the same working condition as I received it in. If not, I agree to pay the full replacement cost of \$250.00 on this day.

Signed:	Witness:
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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	
<i>Office Use Only Business Employee & witness</i>	