

**Note: It is recommended that anyone with a medical condition and anyone 50 years of age or over intending to snorkel should:**

- Snorkel in an area, which allows the lookout or snorkelling supervisor or offer closer supervision) Wear a flotation device that will support the wearer in a relaxed state. c) Snorkel in buddy pairs..
  - If you cannot swim or have not snorkelled before or have any concern, talk to your snorkelling supervisor or snorkelling guide before entering the water.
  - Be aware that snorkelling can be a strenuous physical activity even in calm water.
  - Follow the instructions of you snorkelling supervisors and lookouts.
- Snorkel in buddy pairs & always stay in an area which allows your supervisor or instructor to offer close supervision.
- Complete the medical declaration form that will be provided to you.
  - Take careful note of the environment in which you will be snorkelling. With the assistance of the snorkelling supervisor or instructors, identify boating channels, marine animals, wind and tide strength and direction, avoid sunburn, use sunscreen and wear suitable clothing.
  - Identify and locate flotation devices such as buoys and rest stations. Flotation devices are available for you to use.

**Dealing with problems**

- Snorkelling can be a strenuous physical activity even in calm water and may increase the health and safety risks for persons suffering from:
- Any medical condition that may be made worse by physical exertion, for example, heart disease, asthma and some lung complaints.
- Any medical conditions that can result in loss of consciousness for example, some forms of epilepsy and some diabetic conditions.
- Asthma that can be brought on by cold water or salt water mist.
- The person should tell the lookout, snorkelling supervisor or snorkelling guide if they have any concerns about any other medical condition.

<b>CERTIFIED DIVERS ONLY</b>					
AGENCY	LEVEL	CERT DATE	NO OF DIVES	LAST DIVE	VERIFIED
<b>CERTIFIED DIVER NO:</b>					

Regularly monitor your own and your buddies' air levels and the minimum air content required for safe return to the surface. If diving with a guide, dive supervisor or instructor, always stay close to them. Only dive to the depth to which you have been trained. Ask your dive supervisor for the dive plan, site conditions and about hazards before you dive. You have the responsibility as a diver to dive safely and follow the instructions of the dive supervisor, instructors or dive excursion operator.

**Surname:** \_\_\_\_\_ **Given Names:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Sex:** Male / Female

***Have you ever suffered from, or do you now suffer from, any of the following-***

		YES	NO
1	Asthma or wheezing		
2	Brain, spinal cord or nervous disorder		
3	Chest surgery		
4	Chronic bronchitis or persistent chest complaint		
5	Chronic sinus conditions		
6	Collapsed lung (pneumothorax)		
7	Diabetes mellitus (sugar diabetes)		
8	Ear surgery		
9	Epilepsy		
10	Fainting, seizures or blackouts		
11	Heart disease of any kind		
12	Recurrent ear problems when flying		
13	Tuberculosis or other long-term lung disease		
14	Breathlessness		
15	Chronic ear discharge or infection		
16	High blood pressure		
17	Other illness or operation within the last month		
18	Perforated eardrum		
19	Are you currently taking any medicine or drug (excluding oral contraceptives)?		
20	Have you ingested any alcohol within the 8 hours prior to diving?		
21	Are you pregnant?		
22	Do you wear contact lenses?		
23	Are you flying within 12 hours?		
24	Do you understand that concealment of any condition incompatible with safe diving might put your life or health at risk?		

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

Witness \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Reference the Workplace Health and Safety Regulation and the Compressed Air Recreational Diving and Recreational Snorkelling Industry Code of Practice**

**ASSUMPTION OF RISK SIGNATURE FORM**

**DESCRIPTION OF SNORKELLER/NON SNORKELLER ACTIVITIES**

1. The **CUSTOMER** must disclose any pre-existing medical or other conditions that may affect the risk that either the **CUSTOMER** or any other person will suffer injury, loss or damage.
2. The **CUSTOMER** acknowledges that the **PROPRIETER** relies on the information provided by the **CUSTOMER**. & The Customer states that all such information is accurate & complete.
3. The **CUSTOMER** acknowledges that snorkelling is, in the wrong conditions an inherently dangerous activity. The **CUSTOMER** recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of the ocean & the sea life in it (especially if handled). The remoteness of the areas in which the snorkelling takes place. Sudden & unexpected changes in weather. Physical exertion for which the Customer may not be prepared. Difficulties in evacuation if the **CUSTOMER** is or becomes disabled.
4. The **CUSTOMER** understands & acknowledges the dangers associated with the consumption of alcohol or any mind-altering substance before or during snorkelling, & the **CUSTOMER** accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
5. The **CUSTOMER** agrees with the **PROPRIETER & STAFF** that the **CUSTOMER** will obey & will comply with all rules & directions made or given by **the PROPRIETER & STAFF** in connection with the vessel, snorkelling, loading & unloading. In particular, the **CUSTOMER** has been told of the potential dangers of marine life & that suits/wetsuits have been made available, and that a buoyancy belt is available upon request at all times of snorkelling & passengers told not to touch or step on coral. If a **CUSTOMER** fails to comply with the **PROPRIETER'S & STAFF'S** rules &/or directions, the **CUSTOMER**, will not be permitted to continue to snorkel. No refunds.
6. The **CUSTOMER** accepts that getting on/off a boat, particularly when using the ladders can be strenuous, particularly in rough conditions, and must exercise care when engaged in the activity. The same applies for using the stairs inside the boat which can get slippery. Climb down facing the stairs, hold tightly. Hold tight to rails when walking on deck.
7. The **CUSTOMER** accepts all risks associated with activity, including the possibility, of injury, death, loss or damage.
8. The **CUSTOMER** agrees to indemnify the **PROPRIETER** against all claims made by any other person against the **PROPRIETER** in respect of any injury, loss or damage arising out of or in connection with the

**CUSTOMER'S** failure to comply with the **PROPRIETOR'S/STAFF** rules &/or direction.

9. The **CUSTOMER** agrees & acknowledges that, to the extent permitted by law, the **PROPRIETER/STAFF** shall not be liable for any injury, loss or damaged suffered by the **CUSTOMER** or by any other person arising from or in connection with the **CUSTOMER'S** participation of snorkelling/trip activities, whether such injury, loss or damage was caused directly by the negligence of the **PROPRIETER/STAFF** or otherwise, or by the negligence of the **PROPRIETOR** or otherwise, by the **PROPRIETOR'S/STAFF** servants or agents. The **CUSTOMER** hereby releases the **PROPRIETER/STAFF** from all such claims made by or on behalf of any other person.
10. The **CUSTOMER** agrees & acknowledges that, to the extent permitted by law, the **PROPRIETER & STAFF** shall not be liable for any loss or damage to personal property.
11. To the extent permitted by law, the **CUSTOMER** acknowledges & agrees that all warranties, covenants & stipulations are here by excluded.
12. All accidents, injuries, loss or damages must be reported by the **CUSTOMER** to the **PROPRIETOR** before the **CUSTOMER** leaves the **PROPRIETOR'S** vessel.
13. If the **CUSTOMER** suffers any injury or illness, the **CUSTOMER** agrees that the **PROPRIETOR** may provide evacuation, first aid & medical treatment at the **CUSTOMER'S** expense, & the **CUSTOMER'S** acceptance of these terms & conditions constitutes the **CUSTOMER'S** consent to such evacuation, first aid &/or medical treatment.
14. **I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK SIGNATURE FORM & HAVE ASKED THE CREW FOR CLARIFICATION IN ANY AREAS OF CONCERN BEFORE I HAVE SIGNED. I FREELY & VOLUNTARILY AND WITHOUT ANY INDUCEMENT INTEND MY SIGNATURE TO BE A COMPLETE & UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**ALL SECTIONS MUST BE COMPLETED**

<u>PRINT FIRST NAME &amp; DATE</u>	<u>PRINT LAST NAME</u>	<u>SIGN HERE</u>

**NOTE: Section 74 of the Trade Practices Act ("the act,) implies a warranty of due care & skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that warranty applies to any contract relevant to the Relevant to the Release & Waiver of Liability, it cannot be excluded.**