F10/0209 -AUSI Snorkel & Scuba Diving Participation Agreement (1/2)

This is an important document that affects your legal rights and should be read carefully and the terms understood before signing.

THIS AGREEMENT IS BETWEEN

_____ ***(ACN _____)*** of _____ in the State of _____

AND its diving instructors, employees and agents (Hereinafter referred to as "the Dive School")

AND

_____

(NAME OF PARTICIPANT)

of _____ in the State of _____

(ADDRESS)

(Hereinafter referred to as "the Participant")

FOR ALL IN-WATER DIVING ACTIVITIES including Snorkel Swimming, Snorkel Diving, Resort Scuba Diving and Certified Scuba Diving (Hereinafter referred to as "the Activity")

WHERE

When Snorkelling, the Participant agrees to obey the Dive Master's directions and to always snorkel with a "buddy".

When taking part in a "Resort Dive", the Participant acknowledges that the Activity is a non-certification course providing only limited theoretical and practical training and experiences sufficient to enable the Participant to participate in introductory recreational scuba dives to a maximum depth of six metres (20ft) whilst under the direct supervision of a scuba instructor. The Participant also acknowledges that without further training he/she should not undertake any further dives without the supervision of a qualified scuba instructor.

When Certified Scuba Diving, the Participant agrees to obey the Dive Master's directions and to dive within the limits of his/her scuba certification as specified below.

Certifying Agency:	_____	Level of Certification:	_____
Certification Number:	_____	Date of Certification:	_____
Name of Instructor:	_____	Name of Facility:	_____
Date of Last Dive:	_____	Total Number of Dives:	_____

WARNING - RISKS OF SNORKELLING AND SCUBA DIVING

BY SIGNING THIS DOCUMENT YOU EXPRESSLY ASSUME ALL THE RISKS, HAZARDS AND DANGERS ASSOCIATED WITH SNORKELLING AND SCUBA DIVING.

The Dive School hereby provides the Participant with notice to warn him/her of the inherent risks, hazards and dangers of recreational snorkelling and/or scuba diving: ***(Initial each box if understood)***

1. The underwater environment is alien to human beings and as a consequence snorkel and scuba diving are risk inherent adventure activities which expose participants to the risk of serious injury or death. ☐
2. Many of the physiological effects on the human body due to the underwater environment and the pressure changes experienced whilst scuba diving are not properly understood. ☐
3. The long-term effects of scuba diving on the human body are generally either not known or not properly understood and there may be adverse health effects on the human body resulting from scuba diving which are presently unknown or not fully known. ☐
4. No decompression table or diving computer is completely safe and despite observance of safe diving practices, including diving within the tables or in accordance with the dive computer calculations, there is an inherent risk of developing decompression illness. ☐
5. Communication under water is limited to hand signals and, as a consequence of reduced visibility or separation, communication between the instructor and the Participant may be difficult or not possible. ☐
6. Snorkel and scuba diving can involve strenuous physical exertion under certain conditions which may include swimming underwater or on the surface against a current or tidal stream, in rough seas over long distances. ☐
7. The taking of various medications or drugs may have adverse health effects resulting from pressure changes associated with scuba diving. These are or may be unknown and medical advice should be obtained from an appropriately qualified diving doctor. ☐

The Participant expressly acknowledges he/she understands that recreational snorkel and scuba diving involves risk, hazards and dangers which could result in serious injury or death. The Participant nevertheless wishes to participate in the Activity and willingly accepts and expressly assumes all such risks, hazards and dangers.

SCUBA ADVENTURE LESSON REVIEW - ANSWER SHEET

(1)	A	B	C	D	[ ]
(2)	A	B	C	D	[ ]
(3)	A	B	C	D	[ ]
(4)	A	B	C	D	[ ]
(5)	A	B	C	D	[ ]
(6)	A	B	C	D	[ ]

I declare I have discussed my incorrect answers with my instructor and I now acknowledge my understanding in those areas.

Participant's Signature:

_____

Date: _____

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F10/0209 -AUSI Snorkel & Scuba Diving Participation Agreement (2/2)

Medical Declaration for Scuba Diving

Name: _____ **Date of Birth:** _____ **Sex:** _____

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

	Yes	No		Yes	No
Asthma or wheezing			Fainting, seizures or blackouts		
Brain, spinal cord or nervous disorder			Heart disease of any kind		
Chest surgery			Recurrent ear problems when flying		
Chronic bronchitis or persistent chest complaint			Tuberculosis or other long-term lung disease		
Chronic sinus condition			Breathlessness		
Collapsed lung (pneumothorax)			Chronic ear discharge or infection		
Diabetes mellitus (sugar diabetes)			High blood pressure		
Ear surgery			Perforated ear drum		
Epilepsy			Decompression Illness		
Other illness or operation within the last month including tooth extraction					
Are you pregnant or planning to become pregnant (females only)?					
Are you currently taking medicine or drug (excluding oral contraceptives)?					
Are you a non-swimmer or ever had trouble in the water?					
Have you ingested alcohol within the 8 hours prior to diving					
If you smoke, multiply the number of cigarettes per day by the number of years of smoking and divide by 20					
Do you understand that concealment of any condition incompatible with safe diving might put your life or health at risk?					

Participant's Statement: I certify that the above information is true and complete to the best of my knowledge.

[Name of Participant] ……..…….... Participant's Signature: …….

Liability Release and Indemnity Agreement

The Participant, in consideration of the Dive School agreeing to accept his/her participation in the Activity, agree to release the Dive School from all loss, damage, claims, demands, suits, actions or proceedings of any kind directly or indirectly arising out of or resulting from an accident or happening, equipment failure, latent conditions, damage, death, injury or loss arising or occurring to or suffering by him/her during or after the Activity or during any subsequent snorkel or scuba diving activity or related activity whether or not the same shall have been caused by, or contributed to in whole or in part to the negligence of or breach of contract by the Dive School.

The Participant expressly acknowledges that he/she is in good health and is not aware of any medical or health reason why he/she should not participate in scuba or snorkel diving and he/she has fully and truthfully disclosed to the Dive School and any doctor examining him/her for the purpose of determining his/her fitness to dive:-

(i) any medical or health condition suffered by or affecting him/her of which he/she is aware;

(ii) all medications or drugs which he/she is taking or takes from time to time;

The Participant expressly acknowledges that he/she has read and understood this agreement, and specifically the waiver of legal rights and notice warning of some of the risks inherent in the activities of snorkel and scuba diving, and agrees to be bound by them.

This agreement does not purport to or have the effect of excluding, restricting or modifying the application of any of the provisions of the *Fair Trading Act* or the *Trade Practices Act* or the exercise of a right conferred by any such provision or any liability for a breach of condition or warranty implied by such provision.

SIGNED for and on behalf of

_____ ……

[Business Name] [Instructor to Sign]

SEALED AND DELIVERED on the ……..……. day of ……..…….. (Month) …….. (Year) by the said

[Name of Participant] ……..…….... Participant's Signature: …….

in the presence of

[Name of Witness] ……..……..... Witness's Signature: …….

IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS THIS AGREEMENT IS TO BE READ CAREFULLY AND THEN SIGNED BY THE PARTICIPANT'S PARENTS OR LEGAL GUARDIAN WHERE INDICATED ON AUSI FORM 11 (02/09).

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