



Cairns Dive Centre Deed of Assumption Of Risk

In consideration of and as a condition of Cairns Dive Centre and all training agencies (i.e.: SSI, PADI etc.) agreeing to allow me to participate or enrol in any one or more of the following: (a) Scuba Diving (b) Snorkelling (c) Instruction in scuba diving or snorkelling (d) use of any material, plant or equipment; and (e) any activity incidental to the above activities conducted, supplied or serviced by the instructors, Cairns Dive Centre, SSI and or PADI or any other training agency (hereafter referred to as "the Aquatic Activities")

I, **(Name)** _____ Of **(Home Country)** _____

hereby covenant acknowledge and agree that so far as permitted by the Trade Practices Act 1974 (Cth) and the Fair Trading Act 1989 (QLD) or other relevant legislation:

1. I unconditionally waive and relinquish all claims for liability and release and discharge the instructors, Cairns Dive Centre, SSI, PADI and all other training agencies, from all liabilities, claims and causes of action that may arise for:
 - (1) Personal Injury (2) Property Damage (3) Economic Loss or (4) Wrongful Death
 Wherever and however such may occur whether the same shall arise by
 - (5) Negligence (6) Breach of Contract (7) Breach of any Statute, Code of Practice or Standard
 - (8) Delay or Cancellation.
 Or otherwise (hereafter "the liabilities") as a result of my participation in the Aquatic Activities.
2. I agree to indemnify and hold harmless the instructors, Cairns Dive Centre, SSI, PADI and all other training agencies, from the Liabilities in respect of any action brought against them as a result of my participation in the Aquatic Activities.
3. I acknowledge that:
 - (a) 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,
 - (b) I have been fully advised of the potential dangers and hazards associated with my participation in the Aquatic Activities; and
 - (c) I have read and understood this Deed and I intend it to have legal effect to exempt and relieve the instructors, Cairns Dive Centre, SSI, PADI and all other training agency's, from the Liabilities and I have signed it voluntarily and without any inducement by the instructors, Cairns Dive Centre, SSI, PADI and all other training agencies.

Interpretation: A reference to a party to this Deed includes the party's successors, assigns, agents, servants and employees.

Executed as a Deed on this **(Day)** _____ day of **(Month)** _____ **(Year)** _____.

Signed Sealed and Delivered by:

Name _____ **Signature** _____

In the presence of:

Witness Name _____ **Signature** _____

For Minor (17 years and under):

Parent / Guardian's Name _____ **Signature** _____

Equipment Rental Agreement

This agreement is entered into between Cairns Dive Centre and **(Name)** _____, (hereafter referred to as "the Renter") for the rental of scuba, snorkel, any training or reef identification equipment.

The Renter agrees to reimburse Cairns Dive Centre for the loss or breakage through misuse or poor care (no charges will apply through damage due to normal wear and tear of equipment being used in the correct manner) of any and all equipment at the current replacement value as well as delivery costs. Should payment not be provided any certification completed may be withheld.

I Understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free will and with the knowledge that I hereby agree to waive my legal rights.

I have carefully read and understand the above agreement.

Name _____ **Signature** _____

Date ____ / ____ / ____



Cairns Dive Centre Medical Declaration for Recreational Snorkellers

PERSONAL DETAILS

Family Name (Surname): _____ Given Name(s): _____

Home Address: _____

Male Female Date of Birth (DD/MM/YY): ____ / ____ / ____ Phone #: _____

Reference: Workplace Health and Safety regulation 1997 section 861 and the Compressed Air Recreational Diving and Snorkelling Industry Code of Practice 2000 section 3.2.2.

I (**Name**) _____ declare that I have been advised that snorkelling can be a strenuous physical activity and may increase the health and safety risks to me if I am suffering from:

- A. Any medical conditions that may be made worse by physical exertion.**
For example heart disease, asthma, some lung complaints.
- B. Any medical condition that can result in loss of consciousness.**
For example some forms of epilepsy and some diabetic conditions.
- C. Asthma can be brought on by cold water or salt water mist.**
I have been advised that snorkelling can be a strenuous physical activity even in calm water and that persons over the age of 50 years are at an increased risk of death and injury due to a higher incidence of medical conditions made worse by physical exertion, such as heart disease and stroke. I have been advised to tell the lookout, snorkelling supervisor or snorkelling guide if I have any concerns about a medical condition.

Please answer the following questions.

Do you have any injury/illness? No Yes*
*please provide details: _____

Do you take any medication? No Yes*
*please provide details: _____

How far can you comfortably swim? I cannot swim 50m 100m 200m 1km

Note: It is recommended that persons with a medical condition or those who are over 50 years of age intending to snorkel should:

- 1. Snorkel in an area which allows the lookout or snorkelling supervisor to offer closer supervision.**
- 2. Wear a floatation device that will support the wearer in a relaxed state.**
- 3. Snorkel in buddy pairs.**

Name _____ Signature _____ Date: ____ / ____ / ____

Witness Name _____ Signature _____ Date: ____ / ____ / ____

For Minors (17 years and under)
Parent/Guardian's Name _____ Signature _____ Date: ____ / ____ / ____