WAIVER RELEASE & INDEMNITY DEED

To: Remick Pty Ltd trading as Pro Dive Cairns ABN 52 010 474 012 of 116 Spence Street, Cairns, Queensland (including its directors, employees, agents and independent contractors) (collectively and severally referred to as "Pro Dive Cairns")

1. THE PARTICIPANT- * Please print clearly.

Name:_____ Date of Birth: _____/_____/_____

Email :_____

Home Address: _____

City State Country: _____

Contact address in Cairns, Queensland: _____

Emergency contact name _____Emergency contact phone number_____

In consideration of Pro Dive Cairns permitting me to participate in scuba diving, Enriched air diving, snorkelling and other water sport activities (including instruction in any of these activities whether in or out of water or on any vessel) (collectively and severally referred to as "Activities") I agree as follows:

1. DEFINITIONS

In this Deed, unless inconsistent with the context or subject matter:-

"Activities" includes, but is not limited to, scuba diving, Enriched air diving, snorkelling and other water sport activities, including instruction in any of these activities whether in or out of water or on any vessel.

"All Claims" means all claims, actions, suits, demands, damages, interest and costs arising out of or as a consequence of the Activities or the Pro Dive Cairns Tour;

"Any Loss" means any loss, damage or injury to person (including the Participant) or property including but not limited to:

(a) Any damage or injury occasioned howsoever including without limitation, by:
- i) Any tour risks;
- ii) The Activities;
- Iii) Other participants;
- iv) Any other activities or equipment;
- v) Any equipment supplied to the Participant by Pro Dive Cairns in connection with the Pro Dive Cairns Tour;
- vi) or otherwise arising out of the Participant's involvement in the Pro Dive Cairns Tour; or

(b) Any damage or injury occasioned whatsoever including without limitation as a result of any person, including the Participant:
- i) Falling over; and/or
- ii) Colliding with another person; and/or
- iii) Becoming lost or disorientated.
- iv) Whether caused by:
  - (A) Accident; or
  - (B) Another person; or
  - (C) However otherwise caused.

"Dangerous Recreational Activities" has the same meaning as in the *Civil Liability Act 2003* (Qld) and in any other relevant State and Federal Legislation from time to time;

"Obvious Risks" has the same meaning as in the *Civil Liability Act 2003* (Qld) and in any other relevant State and Federal Legislation from time to time;

"Participant" means the person described as 'The Participant' in item 1 of this Deed;

"Pro Dive Cairns" means Remick Pty Ltd ACN010 474 012 trading as Pro Dive Cairns of 116 Spence Street, Cairns, Queensland and includes, where the context requires, its directors, employees, agents and independent contractors.

"Pro Dive Cairns Tour" means any tour conducted by Pro Dive Cairns including, but not limited to, trips by vessel to the Great Barrier Reef and any associated transfers;

"Rules" means the rules of Pro Dive Cairns as applicable from time to time

2. Express Acceptance of Risk

(a) I confirm that the answers I have provided in this form are true and correct and that Pro Dive Cairns has relied on those answers in allowing me to participate in the Activities.

(b) I acknowledge that the Activities are potentially Dangerous Recreational Activities and involve Obvious Risks.

(c) I acknowledge I am engaging in the Activities for enjoyment, relaxation or leisure and that the Activities involve a significant degree of risk of physical harm.

(d) I personally and voluntarily assume all the risks for any harm, trauma, injury or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with the Activities.

(e) I certify that I have been advised of the inherent risks associated with the Activities and I voluntarily choose to participate in the Activities fully accepting such risks, should they arise, may cause personal injury, death or property damage and in particular I acknowledge that I have been advised that some of the Obvious Risks include, (but are not limited to):
- i) Diving with compressed air involves certain risks such as decompression illness, embolism, other hyperbaric injuries and that such injuries may result in death or serious incapacity;
- ii) The injuries of the type referred to in clause 2(e)(i) may require treatment in a recompression chamber or other medical treatment;
- iii) The Activities may be conducted at a location that is remote either in time and/or distance from medical treatment facility;
- iv) Scuba diving and snorkelling are physically demanding activities that may cause personal injury, trauma or death;
- v) Scuba diving involves the use of equipment that may malfunction giving rise to the risk of personal injury, trauma or death;

vi) Snorkelling and scuba diving may involve exposure to the natural elements such as storm, wind, tide and naturally occurring and potentially harmful or fatal marine life.

3. Rules, Terms and Conditions

(a) I will not engage in reckless, negligent or foolish behaviour or any other behaviour likely to cause injury to me, any other participant, Pro Dive or any other person whatsoever.
(b) I agree to abide by the Rules at all times while I am on the Pro Dive Cairns Tour and participating in the Activities. I acknowledge that my inability or refusal to abide by the Rules may result in Pro Dive Cairns not allowing me to participate in the Activities.
(c) I acknowledge that Pro Dive Cairns may restrict my participation in the Activities if Pro Dive Cairns in its absolute and unfettered discretion, deems I am acting in an unacceptable manner.
(d) I agree to follow the directives of Pro Dive Cairns at all times.
(e) I agree that if I am injured or observe any other participant to be injured, I shall immediately notify Pro Dive Cairns of the incident.

4. Release Discharge & Bar to Action

(a) I unconditionally release, waiver, discharge and forever hold harmless, Pro Dive Cairns to the fullest extent permitted by Law, from All Claims for Any Loss sustained by me in connection with the Activities, the Obvious Risks and the Pro Dive Cairns Tour
(b) I agree that this Deed may be pleaded as a bar to any action, suit or proceedings taken at any time by me against Pro Dive Cairns arising out of or as a consequence of the Activities, Obvious Risks or the Pro Dive Cairns Tour.

5. Indemnity

(a) I agree to indemnify and keep indemnified Pro Dive Cairns to the fullest extent permitted by Law, from All Claims that may be brought against Pro Dive Cairns occurring wholly or partially during the course of the Activities, associated Obvious Risks or Pro Dive Cairns Tour.
(b) I agree that Pro Dive Cairns, to the fullest extent permitted by Law, will not be liable for and I waive any right to claim Any Loss in connection with the Activities, associated Obvious Risks or Pro Dive Cairns Tour.

6. Parent/Guardian Undertaking

(a) By personally executing this Deed, I warrant that I am at least eighteen (18) years of age.
(b) Where this form is signed by the parent or guardian of a minor (being a person under the age of eighteen 18 years) then the parent/guardian warrants that the information contained in this form is true and correct and personally covenants in terms of this waiver, release and indemnity.

7. Binding on Successors

(a) I acknowledge that this Deed binds my heirs, administrators, executors, personal representatives, dependants (if any) and my successors and enures for the benefit of Pro Dive Cairns and its successors and assigns.

8. Statement of Affirmation and Understanding

(a) I acknowledge that I have read and understood the matters set out in this and that I am of lawful age and/or legally competent to give this waiver, release and indemnity.
(b) I acknowledge I am engaging in the Activities for enjoyment, relaxation or leisure and that the Activities involve a significant degree of risk of physical harm.
(c) I understand and agree that Pro Dive Cairns will not be held liable in any way for any Obvious Risk associated with the Activities or the Pro Dive Cairns Tour which may result in harm, injury, incapacity, death or damages to me or my family.
(d) I understand and hereby personally assume all risks in connection with the Obvious Risk of the Activities or the Pro Dive Cairns Tour which may occur while I am participating in the Activities and/or the Pro Dive Cairns Tour.
(e) I acknowledge that Pro Dive Cairns exclude (to the full extent permitted by law) any liability whatsoever for any Loss relating to or arising out of my participation in the Activities and the Pro Dive Cairns Tour under the *Australian Competition and Consumer Act 2010* (Cth), *Australian Consumer Law 2010* (Cth) and *Civil Liability Act 2003* (Qld)
(f) I acknowledge that the conditions set out in this document are contractual in nature, are intended to have legal effect and are not merely a warning or recital.
(g) I certify that I am physically fit, not under the influence of alcohol or drugs at the time and sufficiently healthy and qualified to participate in the Activities and Pro Dive Cairns Tour and to provide this release and discharge.
(h) I have signed this document of my own free will and without any representation or inducement by Pro Dive Cairns, its agents or employees.

Executed as a Deed.

SIGNED SEALED & DELIVERED

by the said:_____ Signature (Participant's):_____
(Print your name or Parent/Guardian's name if under 18) (Your signature or Parent/Guardian* if under 18)

* In the presence of: If signing on behalf of the Participant, you warrant that you have authority to sign this Deed on behalf of the Participant and agree to indemnify Pro Dive Cairns in accordance with the indemnities contained in this Deed.

Witness's Full Name: _____Signature: _____
(Print Name of Witness) (Signature of Witness)

Date of Deed: _____/_____/_____

PART 1: TO BE COMPLETED BY CERTIFIED DIVERS ONLY

HEALTH AND FITNESS FOR DIVING (circle Yes or No where applicable)

NOTE - If you answer YES to any of the questions listed below, we will require a medical clearance from a doctor before you can dive.

1.Since completing your last dive medical have you suffered any illness, injury or surgery that may effect your ability to dive safely?	**Yes**	**No**
2.Are you currently suffering any illness or injury?	**Yes**	**No**
3.Are you currently taking any prescription medication other than the contraceptive pill?	**Yes**	**No**
4.Is there any other condition, fact or circumstance that may affect your fitness or ability to dive safely?	**Yes**	**No**

PART 2: TO BE COMPLETED BY CERTIFIED DIVERS ONLY

DIVING EXPERIENCE (circle Yes or No where applicable)

Certification Agency (i.e. PADI, NAUI etc.): _____	Have you dived in the ocean before?	**Yes**	**No**
Level of certification: _____	Have you dived in a current before?	**Yes**	**No**
Date of Certification: _____	Have you dived when surface conditions were other than calm?	**Yes**	**No**
Number of dives to date: _____	Have you done a night dive before?	**Yes**	**No**
Date of your last dive: _____	Do you intend on flying within 24hrs from the last dive of this trip?	**Yes**	**No**
Deepest dive you have done: _____			

PART 3: TO BE COMPLETED BY SNORKELLERS ONLY

SNORKELLER ASSESSMENT (circle Yes or No where applicable)

1. Are you currently suffering any illness, injury or surgery that may affect your ability to snorkel safely?	**Yes**	**No**
2. Have you snorkelled before?	**Yes**	**No**
3. Can you swim?	**Yes**	**No**
4. Are you reasonably comfortable in water too deep to stand up in?	**Yes**	**No**

ADVICE AND MEDICAL DECLARATION FOR SNORKELLERS

I have been advised that snorkelling can be a strenuous physical activity even in calm water and that older people 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 declare that I have been advised that there is an increased health and safety risk to me if I am suffering from:

1. Any medical condition that may be made worse by physical exertion, e.g. heart disease, asthma and some lung conditions; or
2. Any medical condition that can result in loss of consciousness, e.g. some forms of epilepsy and some diabetic conditions; or
3. Asthma that can be brought on by physical exertion, stress, cold water or salt water mist.

I have been advised to tell the Dive/Snorkelling Supervisor if I have any medical conditions.

Note: It is recommended that people who can't swim comfortably in water too deep to stand up in or have a medical condition and older people intending to snorkel should:

A. Snorkel in an area which allows the lookout or snorkelling supervisor to offer closer supervision.
B. Wear a flotation device that will support the wearer in a relaxed state.
C. Snorkel in buddy pairs.

PART 4 – ACKNOWLEDGEMENT

1. I acknowledge that I have read and understood this form and my answers are true and correct.
2. I acknowledge that if I have answered '**Yes'** to a medical condition, Pro Dive Cairns reserves the right in its absolute unfettered discretion, to refuse to allow me to participate in the Activities.
3. I understand that concealment of any medical or physical condition might put my life or health or the life or health of others at risk.
4. I have been advised that the Activities may involve strenuous physical activity even in calm water and that older people 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.
5. I have been advised to tell the dive instructor, dive master, lookout, snorkelling supervisor or snorkelling guide if I have any concerns about a medical condition.
6. I agree that if I suffer from any medical condition from the time when this form is executed by me, to the time I undertake the Activities, I will fully disclose the same to Pro Dive Cairns and will execute an updated medical information form if and when required.

Dive/Snorkelling Participant's Name:_____

Dive/Snorkelling Participants Signature:_____

(Your signature or Parent/Guardian's signature if under 18)

Dive/Snorkelling Supervisor's Signature_____ Date _____/_____/_____

Comments:_____

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