JOURNEY BEYOND

IMPORTANT SAFETY INFORMATION FOR SNORKELLERS

Snorkelling can be a strenuous physical activity 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 other lung complaints
- Any medical condition 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 saltwater mist

Snorkelling can be a strenuous physical activity even in calm water and 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.

If you have a medical condition, you must tell us. This helps our crew to make suitable arrangements for your safety.

All snorkellers are required to complete the Medical Questionnaire set out in this form and will not be permitted to enter the water without completing the Medical Questionnaire.

Experienced snorkellers are also at risk: If you take repeated deep breaths before diving and try to stay under water for as long as possible, it's called 'breath-hold diving' and it can lead to unconsciousness, serious injury or death. If you plan to breath-hold dive, you must let our crew know.

When snorkelling you must ensure that you:

- snorkel within your ability
- listen and follow instructions from our crew
- know how to communicate with the lookout using hand signals, and don't delay communicating if you need help

Our crew may also require that you use snorkelling aids and controls to reduce health and safety risks and to enhance your enjoyment.

If you are identified as an at risk snorkeller, you will be required to:

- Snorkel with a buddy
- Wear and/or use a flotation device that will support the wearer in a relaxed state
- Use a specifically coloured snorkel that will allow the crew to offer closer supervision

You must not drink alcohol prior to snorkelling.

You must comply with our reasonable instructions. If you do not do so, we have the right to refuse your entry into the water.

MEDICAL QUESTIONNAIRE

Full Name: _____ **Age:** _____ **Gender:** *Male* ☐ *Female* ☐ *Other* ☐ *Prefer not to answer* ☐

Name of Parent/Guardian (if participant is under 18): _____

Medical Condition	Yes	No
Allergies / Anaphalaxis to latex / neoprene		
Asthma / wheezing – not controlled with ventolin		
Asthma / wheezing – controlled with ventolin		
Diabetes: TYPE 1 / TYPE 2 (please circle)		
Emphysema or any lung condition		
Fainting / Seizures / Blackouts (please circle)		
High / Low blood pressure: MEDICATED / UNMEDICATED (please circle)		
Mobility issues		
Recent head injury/concussion		
Heart disease or heart condition – corrected by surgical procedure		
Heart disease or heart condition – Not corrected by surgical procedure		

Medical Condition	Yes	No
Shortness of breath		
Are you taking any medication? If yes, please list:		
Other medical conditions (list):		

Snorkel Experience	Yes	No
I have snorkeled before		
If yes to the above, how long since you last snorkelled?	< 5 Years	> 5 Years
Will you be swimming / snorkelling today?		

Rate your swimming ability (tick)	Non-Swimmer	Poor	Average	Strong

I declare that I have read, understood and agree to the safety information outlined above and the Personal Information Collection Statement over the page and that I have accurately and completely declared all medical conditions.

Participant Signature (or Parent/Guardian Signature if Participant is under 18) _____ **Date** _____

Please return this form to the crew. If you are assessed as medium, high, or extreme risk, a crew member will speak with you about additional safety measures. If you are not contacted by the crew, you have been assessed as low risk and we recommend snorkelling with a buddy, staying near the swim lines, and using the available flotation devices.

Crew to complete

Crew name:		Pax risk rating (circle):	Low Medium High Extreme
Pax risk score (number):			
Recommended safety measures (tick):			
Snorkel with a buddy ☐	Stay near beach/crew/ vessel ☐	Encourage noodle ☐	Use noodle ☐
Coloured snorkel ☐	Use lifejacket ☐	Guided tour ☐	Advise not to snorkel ☐

I acknowledge and agree to comply with (or, if applicable, ensure the Participant complies with) the safety instructions that have been provided to me by the crew.

Participant Signature (or Parent/Guardian Signature if Participant is under 18) _____ **Date** _____

Sailaway to the Great Barrier Reef

JOURNEY BEYOND

PERSONAL INFORMATION COLLECTION STATEMENT

Sailaway Port Douglas collects your personal information and health information in this form in order to assess your suitability to participate in our tours which involve swimming, snorkelling and in-water activities ('**Activities**'), and to appropriately manage your safety and experience during the tour.

We collect this information directly from you through this medical declaration, which asks you to provide details about your health, physical abilities, fitness, surgical history, current medications or treatment plans, and other medical conditions or physical limitations.

We collect this information in accordance with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles. The collection is necessary for health and safety reasons.

In accordance with our Booking Terms and Conditions, if you do not complete this medical declaration, you will not be able to participate in the Activities.

We may disclose your personal information and health information to our employees, to medical professionals or emergency services if required for your safety, to third party suppliers (to the extent necessary to provide you with the tour), and to our insurers.

For more information about how we handle your personal and health information, please refer to our Privacy Policy which is published at https://sailawayportdouglas.com/privacy-policy/.

By completing and submitting this form, you consent to your personal information (including sensitive information) being collected, used and disclosed in accordance with this Collection Statement and our Privacy Policy.

If you have any questions or concerns regarding our collection of your personal and health information, you can contact our Privacy Officer at: The Privacy Officer Journey Beyond Level 5, 233 North Terrace Adelaide SA 5000 or by email: privacyofficer@journeybeyond.com.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY FORM

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Form ('**Form**') carefully before signing it (or, in the case of online acceptance, by electronically checking the box below).

JB Sailaway Pty Ltd trading as Sailaway Port Douglas ('**Operator**') requires each participant ('**Participant**', '**you**') (or if the Participant is a minor under the age of 18 years, a parent/guardian of the minor) to sign this Form prior to permitting the participant to participate in any snorkelling, free diving, and related in-water activities provided, arranged or facilitated by the Operator ('**Activity**'). This includes any associated activities conducted in preparation for, during, or after such in-water experiences.

ACKNOWLEDGEMENT & ACCEPTANCE OF RISKS

The Participant acknowledges that there are inherent and other risks associated with participation in the Activity which can cause personal injury, death or other loss to the participant. Some of the risks associated with participation in the Activity include:

- slipping or falling while boarding, or while on board, the boat
- experiencing sea sickness
- drowning or near-drowning, including due to panic, fatigue, poor swimming ability, or entrapment
- barotrauma or decompression sickness resulting from changes in water pressure
- ear, sinus, lung or other bodily injuries caused by failure to equalise or improper technique (including arterial gas embolism and air expansion injuries)
- equipment malfunction or misuse, including failure of buoyancy control
- death or injury from contact with marine life, including blunt force trauma injuries, stings, bites or allergic reactions resulting from intentional or unintentional contact with marine life
- environmental hazards including strong currents and shallow reefs
- collisions with boats, other participants, or underwater obstacles
- hypothermia or loss of consciousness
- psychological stress or panic attacks while submerged or during wildlife encounters
- increased risks to health and safety if you are suffering from a medical condition, such as heart disease, lung complaints, epilepsy, diabetic conditions and asthma (which can be brought on by cold water or salt water mist)
- limited access to timely medical assistance in remote or marine environments

You acknowledge that the risks specified are not exhaustive. Other unknown or unanticipated, inherent or other risks may exist.

By participating in the Activity you acknowledge and accept these risks.

You acknowledge and agree that the Operator is permitting you to participate in the Activity based on your representations that:

- you:
  - are a competent swimmer; or
  - if you are not a competent swimmer, you have disclosed this fact to our staff and you have agreed to follow all safety measures directed by our staff;
- you have declared any medical condition that may affect your ability to safely participate in the Activity.

By participating in the Activity, you affirm these representations.

GENERAL RELEASE AND INDEMNITY

Please read this section carefully, as it contains a waiver of certain legal rights and a promise to indemnify the Operator and associated parties.

Release

To the fullest extent permitted by law, the Participant agrees to forever release and discharge the Operator (including its officers, directors, employees, agents and related bodies corporate and their officers, directors, employees and agents, and any of their assignees) ('Released Parties') from and against any claims, actions, or liabilities (including expenses) that the Participant may have or may incur ('claims') for any death or personal injury suffered by the Participant arising from participation in the Activity, whether caused by any negligence, breach of contract, breach of statutory duty or otherwise by any of the Released Parties, or the materialisation of any inherent or other risks of the Activity.

Indemnity

To the fullest extent permitted by law, the Participant agrees to defend and indemnify the Released Parties from and against any claims brought by or on behalf of the Participant or any other person, for any personal injury or death suffered by the Participant arising from participation in the Activity howsoever caused, including without limitation the negligence of any of the Released Parties, any breach by them of contract or a statutory duty, or the materialisation of inherent or other risks of the Activity.

If the Participant is a minor, then the parent/guardian of the minor who signs this Form agrees to personally defend and indemnify the Released Parties in the manner described above as if the parent/guardian were the Participant.

STATUTORY EXCLUSIONS OF LIABILITY

The releases and indemnities above do not limit or exclude the rights of the Participant under the *Australian Consumer Law* (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) or under any corresponding State or Territory legislation, other than to the extent those rights can be limited or excluded, in which case they are limited or excluded to the fullest extent permitted.

In particular, as permitted by section 139A of the Competition and Consumer Act 2010 (Cth), if any of the Activities are recreational services, then, to the maximum extent permitted by that section, the Operator excludes liability for the Participant's death or physical or mental injury or any other liability referred to in section 139A(3) of the *Competition and Consumer Act 2010* (Cth) arising from the Operator's failure to meet any consumer guarantees under the *Australian Consumer Law* relating to the supply of services. However, this does not apply if the Operator's reckless conduct (as defined in section 139A) causes the Participant to suffer significant personal injury.

GENERAL

This Form is in addition to and does not replace the primary contract between the Operator and the Participant which is subject to the Booking Conditions accessible at https://sailawayportdouglas.com/terms-and-conditions/. To the extent of any inconsistency between the terms of this Form and the terms of the Booking Conditions, then the terms of the Form prevail to the extent of the inconsistency and to the extent the terms of the Form are legally enforceable.

This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed unlawful or unenforceable, it will not affect the enforceability of the remaining provisions, and those remaining provisions will continue in full force and effect.

This Form is to be governed by the laws that apply in accordance with the terms of the Booking Conditions. Any disputes shall be dealt with by a court with the appropriate jurisdiction in the State or Territory of the governing law.

AGREEMENT

I, the Participant (or if the Participant is a minor under the age of 18 years, the Parent/Guardian of the minor) agree that:

- I have carefully read, understood and voluntarily agree to this Form
- This Form is legally effective and binding upon me, and where relevant my heirs, estate and legal personal representatives

Name of Participant (or Parent/Guardian if Participant is under 18): _____

Signature: _____

Date: _____