



WHALE SWIMMING + SNORKEL WAIVER

Terms and Conditions:

I am aware that skin diving has inherent risks which may result in serious injury or death.

I understand and agree that neither my guide(s)/instructor(s), nor the facility through which this program is offered, *Noosa Adventures Pty. Ltd. T/A Noosa Wave*, nor any of their respective employees, officers, agents, contractors or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this program, I hereby personally assume all risks of this program whether foreseen or unforeseen, that may befall me while I am participating in this program.

I further release, exempt and hold harmless said program and Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my enrollment and participation in this program.

I understand that snorkeling and skin diving are physically strenuous activities and that I will be exerting myself during this program, and that if I am injured as a result of heart attack, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I understand that past or present medical conditions may be contraindicative to my participation in the program. I affirm that I am not currently suffering from a cold or congestion or have an ear infection.

I affirm that I do not have a history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis.

I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

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

I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement.

The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein store/resort store/ resort participant name store/resort Release of Liability/Assumption of Risk/Non-agency Acknowledgement Form Noosa Adventures P/L Snorkeling and Skin Diving I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death.

I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, AGREE TO EXEMPT and RELEASE MY SWIM LEADER/GUIDES, THE FACILITY THROUGH WHICH I RECEIVE MY INSTRUCTION, NOOSA ADVENTURES P/L T/A NOOSA WAVE., AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS NON-AGENCY DISCLOSURE AND ACKNOWLEDGEMENT AGREEMENT AND LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

1. All equipment **MUST** be returned to *Noosa Wave staff upon arrival – "The Jetty" 186 Gympie Terrace, Noosaville*. The equipment must be returned in the same condition at the commencement of hiring.
2. If any equipment is returned in a damaged state or **LOST**, the same shall be replaced or repaired at Noosa Wave HQ sole discretion. repairs or replacement is required the amount charged shall be the replacement cost of the Unit at Retail Cost or repair cost.
3. It is understood that the Hirer is a competent snorkeller and that no claim whatsoever can be forthcoming from the use of the above equipment. All equipment is to be inspected by the Hirer prior to leaving Noosa Wave office for correct function and serviceability.
4. Please note that no refund will be issued for any Snorkelling or Swimming activities not completed.

Field Required

First Name *

Last Name *

Address *

Mobile Number *

Date of Birth *

Email *

Emergency Shore Based Contact *

Emergency Shore Based Contact *

How would you rate yourself as a swimmer?

(1 being beginner and 5 being excellent) *

1 2 3 4 5

How do you rate yourself as a snorkeller?

(1 being beginner and 5 being excellent) *

1 2 3 4 5

Are you or are you trying to become pregnant? *

Yes No

Are you currently suffering from any illness or injury? *

Yes No

Are you currently taking any prescription medication?

(other than contraceptive and malaria medication)? *

Yes No

I have read and understand the terms and conditions

as stated within this document. *

Yes

I accept the terms and conditions as stated within this document. *

Yes

Do you give permission for images of you to be used on the Noosa Wave Boating Adventures Facebook page? *

Yes No

I accept and understand the hire terms and conditions

as stated within this document. * Customer is fully responsible for payment of any LOSS or damage of equipment.

Yes

SIGNATURE *

DATE *