

“Raydon” Boat Diving Consent Form

You have agreed to participate in scuba diving activities from this day forward/...../.....
from this boat “Raydon”, CU839.

You understand, accept and/or comply with the following requirements for scuba diving from this boat:

- You consider yourself to be in current good health for diving.
- You have a current diving certification and are fully trained, qualified and confident to participate in scuba diving activities from this boat.
- Your diving equipment is serviced and safe.
- You have an operational dive computer, octopus regulator, plus a safety sausage and/or surface marker buoy (SMB) and are proficient in their use.
- You are aware of the safety equipment, radios, dive lines, and most used operational procedures on this boat.
- You agree to obey all relevant laws and fishing regulations.
- You acknowledge that scuba diving is a potentially dangerous sporting activity and your participation is entirely voluntary.
- You have read, understand and consent to the terms of the Boat Participation Agreement and Consumer Waiver for this boat.
- You agree you are liable for and will pay for upon request, any damage you cause to this boat and/or the boat equipment.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

I acknowledge, understand, accept and/or comply with these requirements. I agree to release, hold harmless, indemnify and defend the boat owner(s) and boat operator(s) from any and all liability claims and causes of action arising out of or connected in any way with participation in any of the activities by myself.

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

The owner of this boat “Raydon” is: **Lloyd Borrett**

Boat & Driver Licence #: **029972957** | ACMA MROCP certificate #: **OMC 044546**

Lloyd Borrett — Mobile: 0418 170 044 | Phone: 03 5904 9005 | lloyd@borrett.id.au | www.borrett.id.au

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