

“Raydon” Boat Participation Agreement and Consumer Waiver

Under provisions of the ***Australian Consumer Law and Fair Trading Act 2012***, all participants of activities operated from and on this boat “Raydon”, CU839, agree to waive their rights under the Act, including their rights to take legal action against the supplier in the event of death or injury as a result of using the services provided by the owner(s) and/or operator(s) of this boat “Raydon”.

All participants declare that they, and their equipment are adequate and fit for the activities attempted. There is no obligation to participate in any activity, or contribute to any costs. Participants will obey all relevant laws, and fishing regulations.

Participants will note that this boat “Raydon” and its owner(s) and/or operator(s) do not carry insurance covering the loss or damage of participant’s equipment or belongings, and that participants shall accept all such liabilities.

This boat “Raydon” and its owner(s) do not provide Divemaster services, and so all participants will either provide, or act as their own Divemaster.

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***.

**By participating in activities from or on this boat “Raydon”
you consent to all of the above.**

The owner of this boat “Raydon”, CU839, is: **Lloyd Borrett**
Boat & Driver Licence #: **029972957** | ACMA MROCP certificate #: **VOMC 044546**