



**SEA LIFE SHARK DIVE XTREME MEDICAL DECLARATION**

**To be completed and signed by every resort / shark dive participant**

**Personal Details**

|                               |              |
|-------------------------------|--------------|
| Surname:                      | Given names: |
| Address:                      |              |
| Date of birth: DD / MM / YYYY | Phone:       |
| Sex: Male                     | Female       |

**Emergency Contact Details**

|        |                        |
|--------|------------------------|
| Name:  | Relationship to diver: |
| Phone: |                        |

**Have you ever suffered, or do you now suffer from, any of the following?**

|  | Yes | No |
|--|-----|----|
| Asthma or wheezing                               |     |    |
| Abnormal blood pressure                          |     |    |
| Brain, spinal cord or nervous disorder           |     |    |
| Chest surgery                                    |     |    |
| Chronic bronchitis or persistent chest complaint |     |    |
| Chronic sinus condition                          |     |    |
| Collapsed lung (pneumothorax)                    |     |    |
| Diabetes mellitus (sugar diabetes)               |     |    |
| Ear surgery within the past 3 months             |     |    |
| Epilepsy   |     |    |
| Heart disease of any kind                        |     |    |
| Tuberculosis or other long-term lung disease     |     |    |
| Other illness or operation within the last month |     |    |

**If you have ticked yes to any of the above you will need a scuba diving medical from a medical practitioner**

|  | Yes | No |
|--|-----|----|
| Fainting, seizures or blackouts                              |     |    |
| Recurrent ear problem when flying or during water activities |     |    |
| Any dizziness or disorientation                              |     |    |
| Do you have any open wounds?                                 |     |    |
| Is your immune system currently compromised?                 |     |    |

**If you have ticked yes to any of the above you will need to discuss this with our instructor**

**Are you currently suffering from**

|  | Yes | No |
|--|-----|----|
| Ear discharge or infection   |     |    |
| Perforated eardrum   |     |    |
| Have you ingested any alcohol; within the eight hours prior to diving? |     |    |
| Are you pregnant   |     |    |
| Are you planning on flying within 12 hours                             |     |    |

**If you have ticked yes to any of the above you will not be permitted to dive**

|  | Yes | No |
|--|-----|----|
| Breathlessness   |     |    |
| Other illness within the last month  |     |    |
| Are you currently taking any medicine or drug (excluding oral contraceptives)?   |     |    |
| Do you understand that concealment of any condition incompatible with safe diving might put your life or health at risk? |     |    |

**If you have ticked yes to the first five questions you will need to discuss this with our instructor**

**Are you able to**

|  | Yes | No |
|--|-----|----|
| Lift 35kg in weight                      |     |    |
| Climb steps while holding 35kg of weight |     |    |

|                                     |                     |   |   |
|-------------------------------------|---------------------|---|---|
| <b>Signature</b><br>Parent/Guardian | <b>Date</b><br>Date | / | / |
|                                     |                     | / | / |





## Shark Dive Declaration

This form is to be completed by all participants of the Shark Dive experience before commencement of the activity and includes all activities at Sea Life. Your Shark Dive experience will be conducted by Sea Life.

### Participant Declaration:

**By signing this document below, I honestly declare that:**

1. I am over 14 years of age.
  2. I have completed the attached medical declaration honestly.
  3. I am not under the influence of drugs, legal or illegal, including alcohol.
  4. I am of good health, am not pregnant and am a competent swimmer.
  5. I will obey and follow the instructions of Sea Life team members, and not interfere with the Sea Life team member's ability to conduct the experience in a secure and safe manner.
  6. I will not attempt to touch any animals or damage or deface any part of the Shark Dive experience or equipment. I understand that I may be removed from the experience, without refund, if I do not comply with these terms.
  7. I acknowledge that snorkeling and scuba diving are recreational activities that involve obvious and inherent risks including but not limited to risks of personal injury or death and I have had the opportunity to personally discuss with the dive leader the potential dangers of snorkeling or scuba diving and the Shark Dive experience.
  8. This activity includes an Oceanarium tank dive with a variety of marine life including sharks, turtles and stingrays. I understand there is an inherent risk in diving into the Oceanarium tank.
  9. Photographs purchased from or supplied by Sea Life remain the copyright of Sea Life and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purposes, including promotion of any supplier or any suppliers products or services without prior written permission of Sea Life.
  10. Your personal information is being collected by Sea Life in line with its safety procedures. Your personal information will only be disclosed to related bodies corporate of Sea Life for these purposes. If you choose not to provide certain information you may not be able to take part in the Shark Dive experience. You can contact our Privacy Officer if you would like details of the personal information held about you.
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I hereby declare that I have read and understood the terms and conditions of trade of Sea Life:

**Name;** \_\_\_\_\_

**Signature;** \_\_\_\_\_

**Date;** DAY \_\_\_\_\_ MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

**Witness;** \_\_\_\_\_

**For participants under the age of 18:**

I, the parent or guardian of the child named above, have read and understood these terms and conditions. I have had the opportunity to personally discuss the diving activities with the Dive Leader, prior to my child's Shark Dive experience:

**Name;** \_\_\_\_\_

**Relationship;** Mother / Father / Legal Guardian (please circle)

**Signature;** \_\_\_\_\_

**Date;** DAY \_\_\_\_\_ MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

**Certified divers only to complete;**

I declare that I am a qualified Open Water Scuba Diver

Certifying body: SSI / PADI / CMAS / other: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Date of last dive: \_\_\_\_\_ Number of dives logged: \_\_\_\_\_

\_\_\_\_\_



GENERAL WAIVER, INDEMNITY AND LIMITATION OF LIABILITY

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGALLY BINDING DOCUMENT. IT AFFECTS YOUR LEGAL RIGHTS AND CONTAINS RELEASES OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHTS.

In consideration of **MERLIN ENTERTAINMENTS (Provider)** allowing

.....  
(Name of **Participant**)

to take part in the activity known as

... **SHARK DIVE XTREME** ...

(Name of **Activity**)

at the attraction known as **SEA LIFE SYDNEY AQUARIUM,**

the Participant acknowledges and agrees that is bound by the following terms:

1. The Participant acknowledges and agrees that:
  - (a) they participate in the Activity entirely at their own risk;
  - (b) the Activity is being undertaken for the purposes of recreation, enjoyment or leisure, which involves obvious and inherent risks to the Participant or people in their care or control, as well as a significant degree of physical risk, including the risk of personal injury or death;
  - (c) they are undertaking the Activity freely, voluntarily and at their own risk with full appreciation of the nature and the extent of all risks and requirements involved with the Activity;
  - (d) prior to participating in the Activity the risks and requirements have either been explained to them orally or they have been provided to them in writing;
  - (e) they fully understand the risks and requirements for the Activity;
  - (f) in the event they or any person in their care or control find themselves in difficulty, they are to stop the Activity or request that the Activity be stopped (as the case may be), and seek assistance;
  - (g) prior to signing this Agreement they informed the Provider of any pre-existing medical conditions or injuries which might affect their ability to participate safely in the Activity;
  - (h) if they develop any medical conditions or injuries during the Activity or preparing for the Activity they must inform the Provider immediately;
  - (i) at the time of signing this Agreement and during participation in the Activity, the Participant will not be under the influence of or affected to any extent by, alcohol, medications or drugs (whether legal or illegal);
  - (j) they must not consume any alcohol, medications or drugs (whether legal or illegal) while participating in the Activity;
  - (k) if they are asked to observe any signs or directions relating to the Activity that they will do so;
  - (l) the Provider has an unfettered right to end the Participant's involvement in the Activity or to refuse to allow the Participant to participate in the Activity if the Provider considers in its absolute discretion that the Participant has or may act in a way which is unsafe or reckless.
2. The Participant hereby indemnifies and will keep the Provider and its Associates indemnified from and against all actions, suits, proceedings, claims, liabilities, demands, costs, losses, damages and expenses of whatsoever nature and howsoever occurring, brought against or made upon the Provider or its Associates by the Participant or by any other person or which the Provider or its Associates may themselves pay, suffer, or sustain, arising directly, indirectly or in any other way connected with the Participant participating in the Activity, whether in contract, tort (including negligence), breach of statutory duty or otherwise. This indemnity applies irrespective of any negligence on the part of the Provider, its Associates or any other person.
3. The Participant hereby releases, discharges and holds harmless the Provider and its Associates from all actions, suits, proceedings, claims, liabilities, demands, costs, losses, damages and expenses of whatsoever

nature and howsoever occurring, brought against or made upon the Provider or its Associates by the Participant or by any other person or which the Provider or its Associates may themselves pay, suffer, or sustain, arising directly, indirectly or in any other way connected with the Participant participating in the Activity, whether in contract, tort (including negligence), breach of statutory duty or otherwise. This indemnity applies irrespective of any negligence on the part of the Provider, its Associates or any other person.

4. This Agreement may be pleaded as a bar by the Provider and its Associates to any action, suit, proceeding, claim, liability, demand, costs, losses, damages and expenses made by the Participant or anyone claiming by, through or under the Participant howsoever arising out of or in connection with the Participant participating in the Activity.
5. Certain legislation, including the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Acts* of the States and Territories, may imply or impose warranties or terms into any agreement between the Provider and the Participant, which cannot be excluded restricted or modified except to a limited extent. To the extent allowed any such legislation or otherwise at law, the Provider and its Associates limit their liability to, at the Provider's sole discretion, supplying the services again, or the payment of the cost of having the services supplied again.
6. All of the clauses in this Agreement are to be construed individually and should any one of these clauses or parts thereof become invalid or unenforceable or be otherwise severed from this Agreement, the remaining clauses shall remain valid and enforceable and such clauses will be determinative of the liability of the Participant, the Provider and its Associates (except to the extent any statute may provide otherwise) relating to the Participant's participation in the Activity.
7. Where the Participant is under the age of 18 years of age or otherwise under a legal disability, the below-signed Legal Guardian enters into this Agreement on behalf of the Participant. All references to "Participant" in this Agreement will be taken to be reference not only to the Participant but also to the Legal Guardian on behalf of the Participant.
8. In this Agreement:  
  
'Associates' means any associated or related entity of the Provider, or any employee, servant, agent, director, volunteer, or officer of the Provider or an associated or related entity of the Provider.

**Declaration and signature**

By signing this Agreement the Participant acknowledges that:

9. they are bound by the above terms;
10. participation in the Activity may cause them to suffer personal injury or death;
11. they understand that they waive their right to sue the Provider for losses relating to their personal injury or death that result from participation in the Activity including from the Provider's negligence.

|                                  |             |
|----------------------------------|-------------|
| <b>Signature of Participant:</b> | <b>Date</b> |
|                                  |             |
| <b>Address of Participant</b>    |             |
| <b>Name of Participant</b>       |             |
|                                  |             |

|   |             |
|---|-------------|
| <b>Signature of Legal Guardian (if Participant is under 18 years of age or under a legal disability):</b> | <b>Date</b> |
|   |             |
| <b>Address of Legal Guardian</b>  |             |
| <b>Name of Legal Guardian</b>   |             |
|   |             |