

Acknowledgement, Waiver and Indemnity ("Waiver")

I have carefully reviewed the contents of this Waiver and by signing the Waiver, I agree that all the information contained in it is true and correct and I agree to be bound by its terms herein.

1 Acknowledgement and assumption of risk

I acknowledge that participation in the Diving Activities on the Land carries with it extreme risk (including the risk of drowning, decompression or air expansion) which may cause personal injury, total and permanent disability, death or general loss of quality of life.

I acknowledge that Diving Activities are generally hazardous and I partake in these activities on the Land at my own risk.

I also understand that the terms of this Waiver are legally binding and that I have signed this Waiver of my own free will.

2 Definitions

Associates has the meaning given to that term in the *Corporations Act 2001* (Cth) and also includes a party's current and former employees and directors.

Claim means any claim, demand, action, proceeding, determination, judgement, order, fine, penalty, sentence, award of damage or costs of any nature whatsoever.

Dive Master means a person who has completed the:

- (a) PADI Dive Master Course; or
- (b) SSI Divemaster Course, or
- (c) TDI Divemaster Course;
- (d) Equivalent training of another Diving Association subject to the approval of the Landowner.

and holds the appropriate current certification card or qualification papers in respect of this qualification.

Diving Activities means undertaking aquatic activities, including scuba diving and snorkelling.

Indemnified Persons means the Landowner, Kilsby Sinkhole Developments Pty Ltd ACN 608 497 016 and their Associates and includes any servant or agent of such persons, and all persons or associated corporations who may directly or indirectly assist such persons.

Land means the whole of the land described in certificate of title volume 6124 folio 978.

Landowner means and includes Kilsby Sinkhole Pty Ltd ACN 161 522 121 and any employee, agent or independent contractor of any such person.

Site Rules means the rules and regulations relating to the Land which are provided by the Landowner or Kilsby Sinkhole Developments Pty Ltd ACN 608 497 016 from time to time.

3 Conditions of access to Land

I warrant that the following are true and accurate in every material way and that I am only granted access to the Land on the basis that the following are true and accurate:

- (a) I am a current member of a recognised diving association (i.e CDAA, PADI and SSI);
- (b) I have attained at least the diving level of Open Water Diver and have the appropriate current certification card or qualification papers in respect of this qualification;
- (c) If I have not attained the level of Dive Master or above, I will not enter the Land without another person who has attained the level of Dive Master or above unless I am a certified member of the Cave Divers Association of Australia Incorporated ARBN 062 259 956 and have adequate training to conduct the Diving Activities unsupervised;
- (d) I will not partake in the Diving Activities on the Land unless I am with a minimum of one other diver;
- (e) I am over eighteen years of age;
- (f) I am of full mental capacity and have capacity to legally sign this Waiver;
- (g) I have good physical fitness;
- (h) On the day of partaking in the Diving Activities on the Land, I will not be under the influence of alcohol or any drugs that are contra indicatory for partaking in Diving Activities. If taking any medication, I declare that I have the approval of a physician to dive while under the influence of such medication.
- (i) I do not have any physical ailments or conditions which may impact my ability to conduct the Diving Activities in a safe manner;
- (j) I have an adequate level of diving experience to:
 - (i) safely conduct the Diving Activities on the Land; and
 - (ii) face and handle the dangers associated with conducting the Diving Activities, including those dangers which may be specific to the sinkhole on the Land;
- (k) I am fully aware of:
 - (i) the possibility of silting of waters in the Sinkhole; and
 - (ii) the reduction in visibility and other dangers of deepwater diving including, nitrogen narcosis and decompression sickness;
- (l) I will comply with the Site Rules as all times while on the Land;
- (m) I will conduct the Diving Activities in accordance with the guidelines, limits, protocols, and current safe diving procedures identified by the association of which I am certified; and
- (n) Whilst partaking in the Diving Activities on the Land, I will wear and utilise all equipment which has been well maintained and is in good working order.

4 Use of image

By participating in the Diving Activities, I consent to the Indemnified Persons using my image, likeness and also my performance in the Diving Activities on the Land, at any time, to promote the Land and conducting Diving Activities on the Land.

5 Consent to medical treatment

I consent to receiving any medical treatment that may be administered to me upon suffering any injury or condition which may be necessary or desirable before, during or after conducting the Diving Activities on the Land.

6 Prevailing conditions

I acknowledge that my participation in the Diving Activities on the Land may be affected by weather and associated conditions so that my participation in the Diving Activities on the Land will depend on the "luck of the prevailing conditions".

I accept that the Landowner reserves the complete and unrestricted right to delay or cancel the Diving Activities on the Land in its absolute discretion.

7 Release, indemnity and procedural bar

I agree to release and forever hold harmless the Indemnified Persons from any Claim arising from any loss, injury, liability or damage that I may suffer in connection with participating in the Diving Activities on the Land or from any other event which may occur while I am otherwise on the Land.

I hereby agree to indemnify all Indemnified Persons from all loss (including legal costs on a full indemnity basis), injury, liability, damage, Claim whether actual or contingent they (or any of them) may incur or suffer, including any third party claims and the costs of defending those claims, arising out of or in connection with my participation in the Diving Activities on the Land or from any other event which may occur while I am otherwise on the Land. This includes, without limitation, any loss caused or suffered as a result of negligent or wilful acts or omissions.

I also agree to indemnify all Indemnified Persons from all loss (including legal costs on a full indemnity basis), injury, liability, damage, Claim whether actual or contingent they (or any of them) may incur or suffer, including any third party claims and the costs of defending those claims, arising out of or in respect of a breach of any condition or representation under heading 3.

This Waiver may be pleaded by all Indemnified Persons and their Associates as a bar to any Claim I, my executors or my legal personal representatives may bring against the Indemnified Persons and their Associates.

Signature: _____

Name of participant: _____

Current diving qualification: _____

Date of Diving Activity: _____