

**MEDICAL QUESTIONNAIRE & DEED OF RELEASE, ASSUMPTION OF RISK & INDEMNITY**

**In Favour Of:** Raging Thunder Pty Ltd ACN 010509949 and all related or associated companies and their respective officers, agents and employees.

**By:** The Releasor (being the person or persons whose details are set out below and their respective executors, successors, assigns).

**My Name and age is: (including where applicable full names of accompanying children under 18 years):**

.....  
**Home Address:**.....  
 .....  
 .....**City/State/Country:**.....  
 .....  
**Contact address in Cairns, Qld**.....

**MEDICAL INFORMATION:**

**Have you or do you suffer from any of the following? (please tick the box)** Yes No Office Use Only

	Yes	No	Office Use Only
1. ASTHMA OR WHEEZING			
2. BRAIN, SPINAL CORD OR NERVOUS DISORDER			
3. CHEST SURGERY			
4. CHRONIC BRONCHITIS OR PERSISTENT CHEST COMPLAINT			
5. EPILEPSY / FAINTING / SEIZURES / BLACKOUTS			
6. HEART DISEASE OF ANY KIND			
<b>Are you currently suffering from any of the following?</b>			
1. BREATHLESSNESS			
2. CHRONIC EAR DISCHARGE OR INFECTION			
3. HIGH BLOOD PRESSURE			
4. OTHER ILLNESS, OPERATIONS OR PHYSICAL INJURY			
5. ARE YOU TAKING ANY MEDICINE OR DRUGS?			
6. ARE YOU PREGNANT?			

Having answered "Yes" to a medical condition, I have been offered the opportunity not to participate. YES/NO  
(please circle one)

**How do you rate you swimming ability?**

Cannot swim Poor Fair Good Excellent (please circle one)

Have you had any problems during or after swimming? YES/ NO (Please circle one)

If yes what problems occurred? \_\_\_\_\_

**DO YOU UNDERSTAND THAT CONCEALMENT OF ANY MEDICAL OR PHYSICAL CONDITION MIGHT PUT YOUR LIFE OR HEALTH AT RISK?"** ANSWER YES OR NO \_\_\_\_\_

In consideration of Raging Thunder permitting me to participate in glass bottom boat tours, use of beach hire equipment including paddle ski's, catamarans, snorkeling equipment, fishing equipment or ancillary activities, including transit to or from, or instruction in such activities whether in or out of water or in or on any vessel or other craft, collectively and severally referred to in this deed as "Recreational Activities" I agree as follows:

**Acceptance of Risk:**

1. The information I have provided in this document is true and correct and I understand that Raging Thunder is relying on that information in allowing me to participate in the Recreational Activities.
2. I acknowledge that Recreational Activities can be dangerous and involve a significant degree of physical exertion and physical and non-physical risk. I have been advised of the risks associated with the Recreational Activities and I voluntarily choose to participate in the Recreational Activities fully accepting that the materialisation of such risks may cause personal injury, death or property damage. Some of those risks include:-

2.1 Exposure to the acts or omissions of other persons or vessels;

- 2.2 Travelling in or alighting in or out of from a vessel or item of beach hire equipment or may involve sudden movements, jarring and hard landings and getting wet depending on sea and weather conditions;
- 2.3 The Recreational Activities can be strenuous physical activities and the risk of personal injury, trauma or death, especially to participants with low levels of fitness, pre-existing injury or physical/medical conditions (including those aggravated by physical exertion or those that can result in a loss of consciousness), may be increased by participation in such activities.
- 2.4 Falling from a vessel or other beach hire equipment including in the event of such vessel or equipment flipping over. The marine and Island environments contain a number of potential hazards including collision with other persons, equipment or submerged objects such as rocks, any of which may cause injury or death;
- 2.5 Exposure to the natural elements which can be unpredictable and potentially harmful or fatal including slippery or uneven rocks and tracks, storm, wind, tide, current, heat and flora and fauna including marine stingers and sharks;
- 2.6 Participation in Recreational Activities conducted at locations that are remote in time, distance and/or accessibility from any medical treatment facility;
- 2.7 Other risks of or incidental to the Recreational Activities or activities ancillary to the Recreational Activities.

**Release & Discharge:**

- 3. I unconditionally release, discharge and agree not to sue Raging Thunder in respect of all liabilities, claims and causes of action that may arise from any act, omission, default, failure or error on the part of Raging Thunder (including any negligent act, omission default, failure or error) occurring wholly or partially during the course of the Recreational Activities, including while in transit to or from such Recreational Activities. .

**Indemnity:**

- 4. I will indemnify and keep indemnified Raging Thunder from any liability, claim or causes of action that may be brought against Raging Thunder as a result of or in connection with any act, omission, default, failure, or error on the part of Raging Thunder (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the Recreational Activities including transit to or from the Recreational Activities.
- 5. The provisions of Clause 3 and 4 extend to property loss and damage, personal injury or death and economic or consequential loss, whether in tort, in contract, under statute or otherwise.
- 6. If, despite these terms, it is found that Raging Thunder is liable to compensate me then such liability is limited to the cost of providing the service in respect of which the liability arises again.

**Parent/Guardian Undertaking:**

- 7. Where this document includes any person under the age of 18 years then the parent/guardian signing it warrants that the information provided is true and correct and personally covenants in terms of this waiver, release and indemnity.

**Statement of Understanding:**

- 8. I acknowledge that I have read and understood the matters set out in this document and affirm I am of lawful age and legally competent to give this waiver, release and indemnity. I am not under the influence of alcohol or any drug.
- 9. I will take care for my safety and for the safety of any accompanying children.
- 10. I will follow the safety directions of Raging Thunder.
- 11. I understand that this document is contractual in nature and has legal effect and is not merely a warning or provided for information.
- 12. I have signed this document of my own free will and without any representation or inducement by Raging Thunder, its agents or employees.

Executed as a Deed

**Date:** .....



SIGNED SEALED & DELIVERED  
by the Releasor in the presence of

**Customer Signature:**.....

Witness Signature:.....

**Parent/Guardian Signature:** .....  
(if customer under 18 years)

Witness Full Name:.....  
(please print) (Witness must be over 18 years of age)