Skydive the Beach and Beyond

FORM - CL8 - NSW

Parachuting Contract - PARACHUTING IS DANGEROUS

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT. UPON SIGNING THIS FORM AND DECLARATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

The following terms and conditions must be read carefully:

Acceptance	Parent or Legal Guardian Acceptance (persons under 18)
I, (full name of applicant)	I, (full name of guardian)
of (residential address of applicant)	of (residential address of applicant)
DOB (of applicant)	DOB (of parent or legal guardian)

OFFICE USE ONLY	CODE	AMT	LOCATION	
Agent/GV/VI P				
Tandem				
Height Upgrade				
Camera			DOM	
Camera Upgrade			INT	
Other			U18	
Weight Surcharge	KG		PAYMENT DATES MUST BE ENTERED	
APF Insurance				
CC Surcharge				
Total				
Payment				
Payment				
Payment				
BB Complete		Recon Complete		

You, the above named, hereby agree to be bound by the terms of this contract with Skydive the Beach and Beyond and the persons named, jointly and severally as, the Providers in the definitions at clause (a) below. The Providers agree to permit you to use their premises, aircraft and facilities for Parachuting Activities and to instruct you in Parachuting Activities upon and subject to the following terms and conditions:

- (a) **Definitions** in these terms and conditions:
 - (i) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Parachuting Activities, but does not include:
 - (a) a claim against the APF by any person expressly entitled to make a claim under an APF insurance policy;
 - (b) a claim against the APF under any right expressly conferred by its constitution or regulations.
 - (ii) "Parachuting Activities" means performing or participating in any capacity, including as a member, in any authorised or recognised APF activities, including but not limited to parachuting, training to parachute, flying in any aircraft being used for or in connection with parachuting and related activities.
 - (ii) "The Providers" means, jointly and severally, in addition to Skydive the Beach and Beyond, the following providers:
 (a) Wollongong City Council, Wyong Shire Council, Elderslie Airport, Ballina Shire Council, Belmont Airport Pty Ltd, Byron Shire Council, Management Aviation (Aust) Pty Ltd Paul & Patricia Rees, their officers and employees where any Parachute Activities by Skydive the Beach and Beyond may take place;
 - (b) The staff (whether paid or volunteers), instructors, jumpmasters, coaches, ground control assistants, target or canopy control assistants, safety officers, parachute packers and riggers, and aircraft operators including but not limited to: (i) Australian Parachute Federation Inc. and its directors, officers, members, servants or agents; (ii) The New South Wales Parachute Council; (iii) Skydive the Beach and Beyond; (iv) Anthony Boucaut, Anthony Ritter, Timothy Radford. Skydive the Beach and Beyond Sydney Wollongong Pty Ltd (ACN 169 433 363), Skydive the Beach and Beyond Central Coast Pty Ltd (ACN 167 390 909), Skydive the Beach and Beyond Hunter Valley Pty Ltd (ACN 156 316 200), Skydive the Beach and Beyond Newcastle Pty Ltd (ACN 167 042 800), Skydive the Beach Group Limited (ACN 167 320 470), Skydive the Beach and Beyond BB Pty Ltd (CAN 605 903 197), STBAUS Pty Ltd (ACN 169 464 555), Just Jump Skydiving, Newcastle Sports Parachute Club (NSPC), Australia Skydive Pty Ltd (ACN 134 382 004).
- (b) Club Fees You will pay on demand the prescribed or stated fees for the Parachuting Activities. Such fees may be notified to you verbally or by letter or memorandum or by notice displayed in the Providers' premises or premises occupied by the Providers.
- (c) Federation Fees Upon executing this contract you will become a member of Australian Parachute Federation ("APF"). You acknowledge, agree and consent to becoming a member of the APF. Upon your becoming a member of the APF, the APF Constitution will comprise a contract between you and the APF and you will be bound by it and any regulations, policies or codes made under it (including but not limited to the APF Operational Regulations and Code of Ethics). You shall submit to any disciplinary measures taken against you and shall only appeal any disciplinary decision in the manner permitted under the APF Constitution, policies and regulations. You will pay on demand the prescribed or stated APF membership fees.
- (d) Risk Warning and Waiver Your participation in the recreational activities supplied by the Providers and the APF is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By signing this form, you acknowledge, agree, and understand that participation in the recreational services provided by the Providers and the APF may involve risk. You agree and undertake any such risk voluntarily and at you own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the Civil Liability Act 2002 (NSW).
- (e) Waiver A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).

If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

- (f) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (New South Wales) applies: By signing this form, you agree that the liability of the APF and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW)) for any:
 - (i) death;

- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv)the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities;
 - is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.
- (g) Release and Indemnity In consideration of the APF accepting your membership application, you, to the extent permitted by law:
 - (i) release and forever discharge the APF and the Providers from all Claims that you may have or may have had but for this release arising from or in connection with your membership of the APF and or undertaking the Parachuting Activities; and
 - (ii) release and indemnify the APF and the Providers against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by the APF or the Providers or in any other manner whatsoever; and
 - (iii) indemnify and will keep indemnified and hold harmless the APF and the Providers to the extent permitted by law in respect of any Claim by any person:
 - (a) arising as a result of or in connection with your membership or undertaking the Parachuting Activities; and
 - (b) against the APF and the Providers in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the APF's or the Provider's rules and/or directions,
 - save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the APF and/or the Providers.
- (h) Insurance You acknowledge and agree that the fee for undertaking the Parachuting Activities and the fee for becoming a member of the APF does not include personal accident insurance cover. You agree that you are responsible for your own personal accident, medical and/or life insurance and any and all expenses in the event of injury or death. The APF and the Providers do offer personal accident insurance coverage for an additional fee should you choose to take up such limited APF personal accident insurance. If you consider it appropriate to take out such APF personal accident insurance, you acknowledge that before doing so you have taken into account such APF personal accident insurance cover and your own circumstances.
- (i) Disclosure of Medical Conditions You warrant that you:
 - (i) are and must continue to be medically and physically fit and able to undertake and participate in the Parachuting Activities;
 - (ii) are not a danger to yourself or to the health and safety of others;
 - (iii) have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
 - (iv) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in parachuting or flying including undertaking the Parachuting Activities.

You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that the APF and the Providers rely on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during any Parachuting Activities to the APF and the Providers before you leave any relevant venue.

- (j) Inherent Physical Contact You acknowledge and accept that close physical contact with the Providers is inherent in undertaking the Parachuting Activities. You accept such close physical contact is necessary to undertake the Parachuting Activities.
- (k) Exclusion of Applicant You warrant that you have not at any time been excluded from parachuting by a medical practitioner or any person or entity including the APF and its constituent Area Councils and Clubs. You acknowledge and agree that the Providers may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking the Parachuting Activities.
- (I) Safety You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in undertaking the Parachuting Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by the APF in connection with any Parachuting Activities. If you fail to comply with APF's rules and/or directions, you will not be permitted to participate or to continue to participate in the Parachuting Activities and no refund will be given. If you suffer any injury or illness, you agree that the APF and/or the Providers may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment.
- (m) Parachuting done at Parachutist's own Risk Any person parachuting, training to parachute, flying in any aircraft being used for or in connection with parachuting or participating in any activity carried on by Skydive the Beach and Beyond may only do so on the distinct understanding that they do so entirely at their own risk.
- (n) Acceptance Performance of the Providers' obligations under the contract may be effected by any one or more of the providers either jointly or severally.
- (o) Bar to proceedings The Providers (or any of them including the APF) may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against the Providers or any of them, you:
 - (i) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - (ii) waive any right to object to the exercise of such jurisdiction;
 - (iii) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by the Providers or any of them) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by the Providers of any of them to remove the proceedings to the jurisdiction in which any incident occurs;
 - (iv) will pay the costs of any application made by the APF and/or the Providers or any of them under paragraph (iii) above and will consent to any application for security of costs made at any time by the Providers or any of them; and
 - (v) consent to paying the Providers' legal defence costs of the proceedings (on a solicitor client basis) where the Providers successfully defend the proceedings.
- (p) Governing Law The governing law of this agreement is the law of the state of New South Wales ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.
- (q) Statement of Understanding You have read, or have had read to you the above conditions and having understood the same, you consent to the activities proposed.
- (r) Prevailing conditions You acknowledge and agree that:
 - (i) parachuting and the Parachuting Activities can and will be affected by the weather which may change without warning; and
 - (ii) there is often an element of the "luck of the prevailing conditions" when undertaking the Parachuting Activities over which the Providers or any of them have no control:

- (iii) despite careful packing, the parachute may open abruptly (i.e. experience a hard opening) and the parachutist may suffer an injury (including injuries sustained from a hard landing); and
- (iv)unintended incidents may occur in flight, in the descent or upon landing.
- (s) Use of Image You acknowledge and consent to photographs and electronic images being taken of you during your undertaking the Parachuting Activities. You acknowledge and agree that such photographs and electronic images are owned by the APF and/or the Providers and the APF and/or the Providers may use the photographs for promotional or other purposes without your further consent being necessary.
- (t) Privacy You understand that the personal information you have provided in your membership application is necessary for the conduct and management of the Parachuting Activities and for the administration of parachuting in Australia generally, and that it is collected in accordance with the APF Privacy Policy (available from http://www.apf.asn.au/Home/Privacy-Policies/). You acknowledge that the APF may use or disclose your personal information for the purposes of providing you with member services or promotional material or otherwise in accordance the APF Privacy Policy. The APF may share your information with third parties such as affiliates and other organisations involved in parachuting in Australia; companies engaged by the APF to carry out functions and activities on the APF's behalf including direct marketing; the APF's professional advisers, including the APF's accountants, auditors and lawyers and the APF's insurers; however your information is not generally disclosed to anyone outside Australia. You understand that the APF Privacy Policy contains information about how you may access and request correction of your personal information held by the APF or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the APF. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from APF sponsors and third parties you must advise the APF in writing or via the opt-out procedures provided in the relevant communication.
- (u) Entire agreement This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the Parachuting Activities and supersedes all other agreements, understandings and representations and negotiations with the Providers or any of them in relation to the Parachuting Activities. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 or similar State laws operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of the Provider for breach of warranties is limited to:

- (i) the re-supply of the parachuting instruction and related activities; or
- (ii) the payment of the cost of having the parachuting and related activities supplied again.

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, warning, assumption of risk, release and indemnity:

	Signed	
	Name	
	Date	
***Where the ap	plicant is under	18 years of age, this declaration must also be signed by the applicant's parent or legal guardian:
l		[insert name]
l authorise and o accepted, I expr	consent to the apessly agree to b	[insert address] am the parent or guardian of the applicant. oplicant undertaking the Parachuting Activities. In consideration of the applicant's membership with the APF being e responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in addition, I agree to be bound by and to comply with the APF Constitution and any regulations and policies made under it.

Skydive the Beach and Beyond

APF CLUB - APPLICATION FOR MEMBERSHIP

HEALTH DECLARATION

Please tell us if you answer YES to the f	following:-
Are you prescribed drugs which may impair	ir reaction time or judgement? YES / NO
If YES, what drugs:	
Have you been SCUBA diving in the last 2	4 hours? YES / NO
	n of the dive
Do you have any medical condition which i	might render it unsafe for you to go flying or parachuting? " to this item (and provide details below) if you have previously suffered any dislocation, break or fracture to
If yes, give details	
Note: if the answer is YES to the medical of	disclosure the club may require you to obtain and provide a medical certificate.
EXCLUSION OF APPLICANT	
Have you ever been excluded from parach	auting in the past by a medical practitioner or any other person or entity? YES / NO
•	
DECLARATION OF UNDERSTAI	NDING
Parachuting is Dangerous	
I have read and understood the terms of the person to explain them to me.	ne Parachuting Contract or if I did not understand the terms of the Contract, I requested an independent
Applicant Signature	Dated
Witness Signature	
PARENT/LEGAL GUARDIAN CONSENT:	: (for applicants under 18 years) – I hereby certify and decree that all the information contained in the
declarations above is true and accurate	
Print Name:	Signature
Relationship to applicant	Phone Contact
Address	
PERSON TO NOTIFY IN THE EVENT OF	AN EMERGENCY
Name	
Address	
Relationship	Telephone



The following are the terms of trade of Skydive the Beach and Beyond. For the purposes of this document, "Skydive the Beach and Beyond" ("STB") is known as either Skydive the Beach and Beyond Sydney Wollongong Pty Ltd (ACN 169 433 363), Skydive the Beach and Beyond Central Coast Pty Ltd (ACN 167 390 909), Skydive the Beach and Beyond Hunter Valley Pty Ltd (ACN 156 316 200) t/as Just Jump Skydive, Skydive the Beach Byron Bay Pty Ltd (ACN 155 802 959), Skydive the Beach and Beyond Melbourne Pty Ltd (ACN 169 446 664), Skydive the Beach and Beyond Great Ocean Road Pty Ltd (ACN 167 042 819), Skydive the Beach Group (ACN 167 320 470), Skydive the Beach and Beyond Yarra Valley Pty Ltd (ACN 167 197 864), Skydive the Beach and Beyond Perth Pty Ltd (ACN 169 433 461), STBAUS (ACN 169 464 555), Skydive the Beach and Beyond Airlie Beach (ACN 168 469 565), Skydive the Beach and Beyond Newcastle Pty Ltd (ACN 167 042 800), Australia Skydive Pty Ltd (ACN 134 382 004). STB is the seller of all tandem skydives and other ancillary items, including but not limited to certificates, photographs, DVDs, and merchandise. All dealings with STB will be on these Terms of Trade unless otherwise agreed in writing with STB.

- 1. Booking Terms and Conditions: All paperwork, safety briefing and gear-up must be completed. At the time of booking, validity of various package offers should be confirmed as STB reserve the right to change without notice. All bookings are given an 'Arrival/Check in' time only. Please note this is not a 'skydive' time. Whilst STB endeavour to complete an individual's tandem skydive within 4 hours of arrival, STB advise you to arrive with no time constraints you should plan for this to be a whole day's activity. As safety is STB's main concern, factors such as wind, cloud, rain, thermal turbulence etc. and other factors such as air traffic can affect the time it takes to complete your skydive activity. Weather can change for better or worse in minutes, and you will be unable to skydive unless you are at STB's Drop Zone. Weather conditions and other unforeseen circumstances can also require STB to alter the altitude of the skydive. As aircraft are mechanical and periodically become unavailable, STB reserve the right to change aircraft type without notice. On occasion, these aircraft changes and Air Traffic Control (ATC) may require STB to change the required altitude and number of participants in a plane. Further, STB reserves the right to reschedule your skydive. Medical conditions which could affect your safety should be discussed with your doctor prior to your booking. No alcohol or "recreational" drugs are to be taken for at least 8 hours prior to arrival. Please advise STB if you are taking prescription medication. Minimum age is 12 years old and all minors must have a legal guardian present on the day of the tandem skydive. All persons are subject to Tandem Master assessment. Weight over 110kg is subject to Tandem Master assessment. All persons 95kg and over will incur a surcharge of \$50.00 AUD (inclusive of GST). Those 105kg and over, a surcharge of \$75.00 AUD (inclusive of GST). Spicount coupons are valid only for direct bookings with seekend rate. All online bookings incur a \$4.95 per transaction fee
- 2. Booking Changes/Cancellations Policy: To change your booking to a different date and time, STB requires 48 hours notice or your deposit(s) will be void.
- 3. Group Booking Policy: If there is more than one person tandem skydiving it is the group organiser's responsibility to ensure everyone in the group understands and accepts the STB Terms and Conditions. Group booking organisers must assist STB by providing a group organiser contact and organising individuals who wish to tandem skydive together. Last minute additions to group bookings are required to pay their deposit prior to arrival at the Drop Zone. Those arriving at the Drop Zone without a deposit will have to wait until the conclusion of the day's bookings before tandem skydiving. While STB endeavours to keep groups in the same load, STB does reserve the right to change group configurations where necessary due to operational requirements. No refunds will be made available where STB changes your group configuration.
- 4. Gift Vouchers Policy: Vouchers are non-refundable, not redeemable for cash, but are transferable. As of 6/12/12, all gift vouchers purchased directly through STB will expire 18 months after purchase. Failure to show on your scheduled date and time will render your voucher invalid. Treat your voucher like cash and take care not to lose it. Remember to present your voucher on arrival to check-in as without it, you are unable to skydive. Lost or stolen gift vouchers are non-refundable and no replacements are available. Where the cost of your experience is greater than the value of your voucher, you will be required to pay the difference. Where the cost of your experience is less than the value of your voucher you will not be entitled to a cash refund. If your voucher is lost or stolen, you are unable to redeem your skydive and will be required to purchase a new voucher. "VIP Gift Vouchers" are valid for six months and have separate terms and conditions which can be obtained by emailing marketing@skydive.com.au. When booking an Adventure Package, purchasers must also agree to the terms and conditions of the relevant partner suppliers which can be obtained by contacting these suppliers directly.
- 5. DVD and Photo Terms and Conditions: DVDs and photographs purchased through STB remain the copyright of the videographer who took the footage and they own and retain the right to the footage and photographs. A licence agreement exists between STB and the respective videographer who took the respective footage. Such footage may be used by STB for company marketing purposes and reproduction of DVDs sold, 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 purpose, including promotion of any supplier or any supplier's products or services without the videographer's and STB's prior permission. Should you not want any of your footage or photographs uploaded to STB social media platforms, or used in company marketing, it is your responsibility to advise manifest prior to your jump. Please be advised that should there be any technical issues relating to camera/dubbing equipment, no warranties can be made against the individual skydive as the filming and skydive are two separate products. Also be advised that the videographers record all DVDs in the modern (-) negative format. Older style DVD players may only play in a (+) positive format. All DVDs purchased through STB will be tested on the day of your tandem skydive. DVDs are made available to all purchasers for viewing on that same day, should you wish to view it. Your acceptance of the DVD on the day will be deemed as your approval of the DVD being in full working order. No refunds will be made available after your departure from our offices. Whilst it is not mandatory to book a DVD or photographs it is advisable, as on some occasions a late change of mind may result in disappointment.
- 6. Privacy Policy: STB is dedicated to keeping your details private. For our full Privacy Policy, please visit STB's website.
- 7. Security Policy: When purchasing from STB your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology.128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact STB on info@skydive.com.au.
- 8. Refund Policy: Deposits are per person (individual). Deposits are \$110.00 for your tandem skydive. Deposits are non-refundable but are transferrable. Deposits may be transferred to another person to represent their skydive deposit, however an individual's \$110.00 skydive booking deposit cannot be used to pay your balance or the balance of any other individual's amount owing, whether skydiving alone or as part of a group. Deposits may be transferred between STB drop zones. All gift vouchers are non-refundable but are transferrable. The Purchaser must advise STB in order to transfer a gift voucher. If lost, gift vouchers will not be re-issued. All DVDs recorded by STB will be tested on the day of your tandem skydive. DVDs are available to all purchasers for viewing on that same day, should you wish to view it. Your acceptance of the DVD on the day will be deemed as your approval of the DVD being in full working order. No refunds will be made available after your departure from our offices for those DVDs that are considered not to be in full working order. Failure to turn up at the 'check-in' time will result in loss of deposit. Failure to go through with your skydive will forfeit your jump, no refunds will be given. All bookings are final, no refunds are given for change of mind or change of experience to a lesser value.
- 9. Drop Zone Payments: Please note payments made at the drop zone with credit card will incur a 2.9% surcharge (inclusive of GST).
- 10. APF Included: Australian Parachute Federation membership is included in all prices unless otherwise indicated. No hidden fees or prices.
- 11. Acceptance of these Terms and Conditions: Be advised that once received by STB it serves as authorization of your payment and acceptance of the terms and conditions stated. You also agree to further indemnify STB, it's associate companies, directors and associates against any risk or action related to your participation in your skydive.

I have read and understood the above terms and conditions and agree to ensure everyone in the group understands and agrees to the terms and conditions.

Name	Signature	Date	(dd/mm/yy)	Weight
Email	Mobile number	I am (please tick)	□ Australian Citizen	□ International