

# Terms and Conditions

For visitors to the Fleurieu Reef (the former HMAS Hobart) Issued under section 15 of the *Historic Shipwrecks Act 1981*.

## PROVISION OF PERMIT

By notices made under Sections 5 and 7 of the Historic Shipwrecks Act 1981 and published in the Gazette on 19 December 2002 the remains of HMAS Hobart located at the intersection of latitude 35° 28.9' south and longitude 138° 09.5' east were declared to be an historic shipwreck ("Wreck") and the area within a 550 metre radius of the Wreck to be a protected zone ("Protected Zone").

This Permit to enter the Protected Zone is issued by the Minister for Sustainability, Environment and Conservation ("the Minister") provided that this Permit is only issued if the permit holder has first accepted the terms and conditions set out below without modification by duly signing the first page of this application form.

This Permit is revocable at will by the Minister at any time. The permission to enter the Protected Zone conferred by this Permit is for the period shown in the table on the first page unless either earlier revoked by the Minister or terminated by operation of the next paragraph (the "Authorised Period").

The authorisation conferred by this Permit is subject to the Permit Holder complying at all times with the conditions of this Permit, the Code of Practice attached to this Permit, and all applicable laws ("Conditions"). A breach by the Permit Holder of any of the Conditions operates to immediately terminate the authorisation conferred by this Permit and the Permit Holder must immediately leave the Protected Zone.

During the Authorised Period, the Permit Holder is authorised to enter (both at and below surface level) the waters within the Protected Zone for the sole purpose of accessing the Wreck as a scuba-diving site (the "Authorised Use").

This Permit is a general, non-exclusive licence and is not transferable.

## TERMS AND CONDITIONS OF PERMIT

I understand the hazards of scuba and skin-diving, and of visiting the Fleurieu Reef, which include, but are not limited to, injury or death as a result of drowning, decompression or air expansion (if diving), slipping or falling while on board or while getting on or off the boat, being struck by a boat while in the water, contact with dive moorings or the wreck, attack by shark or other marine fauna, or other perils of the sea.

I also understand that the Fleurieu Reef is located in unprotected waters which are relatively remote from recompression facilities that may be needed to treat hyperbaric injuries. I acknowledge, therefore, that I will be diving in unprotected waters without recompression facilities in close proximity to the dive site. [Non-diving passengers delete this paragraph]

I will be using a boat which is registered, and suitable for use in unprotected waters in connection with diving. The registered number of the boat is listed on the first page of this application form.

By signing this document, I certify that I expressly assume all risks, whether foreseen or unforeseen, for any harm, injury or damage that may befall me visiting the Fleurieu Reef.

I declare that I am in good mental and physical health and that, on the day(s) of diving, I will not be under the influence of alcohol or any drugs that are contra indicatory for diving. If taking any medication, I declare that I have the approval of a physician to dive while under the influence of the medication. [Diving passengers only]

I have read and understand the 'Fleurieu Reef Code of Practice' and associated site controls under the Historic Shipwrecks Act 1981, the Harbors and Navigation Act 1993 and the Marine Parks Act 2007. I agree to comply fully with the code of practice and abide by the relevant site regulations.

I further state that I am over the age of eighteen.

I also understand that the terms herein are contractual and not mere recital, that this document is legally binding and that I agree of my own free will.

I understand and agree that neither the Minister, the Crown in right of the State of South Australia, the Department of Environment, Water and Natural Resources nor their respective officers, employees, contractors, agents, or assigns (or any of them) ("Released Parties") may be held liable or responsible in any way for any occurrence on this visit/dive trip which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns that may occur as a result of my participation in this boat trip and scuba dive(s) or as a result of the negligence of any party, including the Released Parties, whether passive or active.



I agree to indemnify and forever hold harmless the Released Parties from and against all and any actions claims demands losses damages costs and expenses for which the Released Parties are or may become liable in respect of or arising out of any loss, damage, death or injury whether personal or in respect of property suffered by any person in on or about the Wreck or the waters of the Protected Zone however caused, including but not limited to, product liability or the negligence of the Released Parties, whether passive or active.

I acknowledge that I have read this document, fully understand the potential dangers incidental to engaging in this boat trip, scuba dive(s) and visit, am fully aware of the legal consequences of signing this Instrument, and that I understand and agree that upon signing this document that this document is legally binding and will preclude me from recovering monetary damages from the Released Parties, whether specifically named or not, for personal injury, property damage or wrongful death caused by product liability or the negligence of the Released Parties, whether passive or active.

I make application for a permit to be issued to me by the Department of Environment, Water and Natural Resources on the terms and conditions contained herein and agree to carry the permit issued to me at all times while visiting the reef and to produce it to any authorised officer if requested to do so.

I understand the permit to be issued allows me to visit on the approved date and times only and the right to visit may be revoked forthwith for any breach of the permit, the Fleurieu Reef Code of Practice, or any applicable laws.

