

# LEEUVIN OCEAN ADVENTURE FOUNDATION LTD. VOYAGE RESERVATION & MEDICAL FORM

Please complete all sections 1 to 9 in BLOCK LETTERS and BLACK PEN. Smoking is prohibited on any voyage.

## SECTION 1: VOYAGE DETAILS

Voyage Name:   
 Voyage No:

## SECTION 2: TRAINEE DETAILS

Title:  Male  Female   
 Surname:   
 First Name:   
 Company/Sch/Uni:   
 Home Address:   
 Suburb/Town:   
 Post code:  State:   
 Country:   
 Phone (daytime):   
 Mobile or after hours:   
 Email:   
 Date of Birth:   
DAY MONTH YEAR  
 Age at start of voyage:  and   
YEARS MONTH(S)

Have you sailed on Leeuwin II before? Yes  No

How did you hear about this voyage?

- Word of mouth  Newspaper advertisement  
 Through school/work  Newspaper article  
 Brochure  Web site search

## SECTION 3: SHORE CONTACT/GUARDIAN

(Contact person during voyage in case of emergency)

Title:   
 Surname:   
 First Name:   
 Address:   
 Suburb/Town:   
 Post code:  State:   
 Country:   
 Phone (daytime):   
 Mobile or after hours:   
 Email:   
 Relationship to Trainee:

## SECTION 4: MEDICAL SECTION

Your booking confirmation is conditional on the Foundation's approval of this medical section. Please answer Questions 1 to 8.

Question 1: Have you ever attended an Education Support Facility or Service?  
 Yes  No

If YES, provide details:

Name of School:   
 Dates Attended:   
 Contact Person:   
 Phone (daytime):

If YES, do you give permission for the Leeuwin Medical Officer to contact your Education Support Facility or Service? Yes  No

Question 2: Do you have special dietary requirements?

If YES, provide details:

Question 3: How would rate your swimming ability?

- a) I am unable to swim; or   
 b) I am able to swim 50 metres; or   
 c) I am able to swim more than 50 metres.

Question 4: What is your blood type? (optional)

Question 5: What is your height? (cm)

Question 6: What is your weight? (kg)

Question 7: Will you bring medication with you? Yes  No

If YES, provide details:

Drug	Dosage	Administer Time	Special Care
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If YES, will seasickness affect this medication? Yes  No

Question 8: Do you have, have you ever had or been exposed to the risk of any of the following conditions? Please tick yes or no for each item.

	Yes	No		Yes	No
1 Diabetes (specify type 1 or 2)	<input type="checkbox"/>	<input type="checkbox"/>	19 Blood disorders / Leukaemia	<input type="checkbox"/>	<input type="checkbox"/>
2 Epilepsy / fits / convulsions	<input type="checkbox"/>	<input type="checkbox"/>	20 Arthritis or rheumatism	<input type="checkbox"/>	<input type="checkbox"/>
3 Mental disability	<input type="checkbox"/>	<input type="checkbox"/>	21 HIV / Aids	<input type="checkbox"/>	<input type="checkbox"/>
4 Mental Illness (as defined by DSM IV)	<input type="checkbox"/>	<input type="checkbox"/>	22 Impaired hearing	<input type="checkbox"/>	<input type="checkbox"/>
5 Hyperactivity / ADD	<input type="checkbox"/>	<input type="checkbox"/>	23 Eye disease / visual impairment	<input type="checkbox"/>	<input type="checkbox"/>
6 Autism	<input type="checkbox"/>	<input type="checkbox"/>	24 Abnormal response to heat / cold	<input type="checkbox"/>	<input type="checkbox"/>
7 Physical disability	<input type="checkbox"/>	<input type="checkbox"/>	25 Kidney or bladder problems	<input type="checkbox"/>	<input type="checkbox"/>
8 Asthma / breathing difficulties	<input type="checkbox"/>	<input type="checkbox"/>	26 Hernia	<input type="checkbox"/>	<input type="checkbox"/>
9 Hepatitis	<input type="checkbox"/>	<input type="checkbox"/>	27 Osteomyelitis	<input type="checkbox"/>	<input type="checkbox"/>
10 Weight control problems	<input type="checkbox"/>	<input type="checkbox"/>	28 Poliomyelitis	<input type="checkbox"/>	<input type="checkbox"/>
11 Head injury / concussion	<input type="checkbox"/>	<input type="checkbox"/>	29 Bone or joint injury	<input type="checkbox"/>	<input type="checkbox"/>
12 Anaemia	<input type="checkbox"/>	<input type="checkbox"/>	30 Spinal injury / disorder	<input type="checkbox"/>	<input type="checkbox"/>
13 Fainting / blackouts	<input type="checkbox"/>	<input type="checkbox"/>	31 Impaired movement	<input type="checkbox"/>	<input type="checkbox"/>
14 Loss of balance / co-ordination	<input type="checkbox"/>	<input type="checkbox"/>	32 Thyroid disorders	<input type="checkbox"/>	<input type="checkbox"/>
15 Memory / attention problems	<input type="checkbox"/>	<input type="checkbox"/>	33 Allergies (to insect bites / drugs etc)	<input type="checkbox"/>	<input type="checkbox"/>
16 Vertigo or claustrophobia	<input type="checkbox"/>	<input type="checkbox"/>	34 Haemophilia or bleeding problems	<input type="checkbox"/>	<input type="checkbox"/>
17 Heart or circulatory disorders	<input type="checkbox"/>	<input type="checkbox"/>	35 Speech difficulty	<input type="checkbox"/>	<input type="checkbox"/>
18 Tuberculosis	<input type="checkbox"/>	<input type="checkbox"/>	36 Other: ie Are you pregnant?	<input type="checkbox"/>	<input type="checkbox"/>



These are the Booking, Payment and General Conditions of Contract applicable to participation by a voyage crew member (the Trainee) on a "Leeuwin" sail training voyage conducted by Leeuwin Ocean Adventure Foundation Ltd ("the Foundation").

## Contract

The contract is between the Trainee and the Foundation and shall be formed on confirmation by or on behalf of the Foundation of the Trainee's application and payment of at least the prescribed deposit. If part of a group booking, specific terms and conditions for group bookings shall apply.

## Trainee Fare and Payment

1. The Trainee fare shall be the current published fare for the nominated voyage ("the Fare").
2. A non-refundable deposit amount equal to 25% of the Fare shall accompany each reservation.
3. The balance of the Fare is due and payable sixty (60) days prior to the confirmed embarkation date.

## Cancellation

4. The Foundation may at any time prior to commencement of the voyage cancel the Contract in which case:
  - a) if the cancellation occurs prior to a date sixty (60) days before the embarkation date, the Foundation will retain the non-refundable deposit but shall promptly refund all other monies paid on account of the Fare; and
  - b) if the cancellation occurs subsequent to a date sixty (60) days before the embarkation date and prior to a date thirty (30) days before the embarkation date, the Foundation will retain any monies paid on account of the Fare not exceeding in the aggregate an amount equal to fifty per cent (50%) of the Fare; and
  - c) if the cancellation occurs within thirty (30) days of the embarkation date, the Foundation will retain the non-refundable deposit and all other monies paid on account of the Fare.
5. The Foundation may at any time cancel the Contract for any cause (including non-payment of any sum due on account of the Fare by the due date of its payment) without further liability to the Trainee provided that the Trainee shall be entitled to a full refund of the Fare less the deposit (which may be retained by the Foundation) where cancellation occurs prior to embarkation on commencement of the voyage. In other circumstances, the Trainee shall not be entitled to a refund or reimbursement of the Fare or any part thereof.

## Transfer

6. Subject to availability, a Trainee may transfer to another voyage to a date thirty (30) days prior to original embarkation on the following conditions:
  - a) A \$100 Transfer Fee will apply per transfer.
  - b) The transfer may only be to another voyage of similar days.
  - c) The transferred voyage must commence within 12 months of your original voyage embarkation date.
  - d) The transfer is valid for only 12 months and cannot be transferred again.
  - e) Any increase in the fare between the original and transferred voyage will be payable by the Trainee.

## Health and Fitness

7. A Foundation voyage can be mentally and physically demanding, and consequently a reasonable level of physical and mental fitness is required.

On board the trainee shall have the opportunity to be involved in all aspects of operating the ship. This may entail hard physical exercise involving balancing, lifting, pulling and climbing. The Trainee may also have the opportunity to be involved in rowing the ships' boats and engage in shore based activities. To ensure Trainee safety and enjoyment it is essential relevant Foundation staff be made aware of any medical or other conditions that may affect your participation in a Foundation program.

## Insurance

8. Personal insurance is not included in the voyage fare. It is strongly recommended that Trainees have appropriate insurance.

## Privacy Act

9. The Foundation recognises the importance of Trainee privacy and is committed to protecting Trainee personal information. The Foundation's Privacy Policy complies with the Privacy Amendment (Private Sector) Act 2000. A copy of Foundation's Privacy Policy is available from the Leeuwin office.

## Promotional Material

10. The Foundation reserves the right to take photographs or video footage of Trainees on the voyage and use those images for promotional purposes. The Trainees who do not wish for his/her image to be used must identify themselves to their Watch Leader at the commencement of the voyage.

## Voyage Itinerary

11. Every reasonable effort will be made to adhere to the advertised route and timetable but any route or port may be altered or omitted or times or dates changed for any cause which the Foundation and/or Master in their absolute discretion shall consider necessary.

## On Board

12. The Trainee may not bring on board any goods or particles of a dangerous nature or alcohol or drugs of any kind (other than for personal medication or the treatment or relief of minor personal ailments).
13. All voyages are smoke free ie. **SMOKING IS PROHIBITED.**
14. The Trainee agrees that the Foundation, the Master of "Leeuwin" (the "Master") and each other servant or agent of the Foundation, shall have the benefit of all rights and exemptions contained in these conditions.
15. The Master shall have full direction and authority over Trainees during the course of the voyage. Trainees are expected to perform and observe all reasonable and lawful commands or directions of the Master or his delegate and to accept such on board duties as may from time to time be assigned to them by the Master or his delegate.
 

If it appears to the Master that the Trainee is for any reason whatsoever unfit to undertake or continue the voyage or likely to endanger his/her health or safety or endanger the health and safety of others on board, then the Foundation and/or Master shall be entitled at any time to take any of the following courses as appear appropriate at the time, namely

  - a) to refuse to embark the Trainee;
  - b) to disembark the Trainee at any port, or
  - c) to confine the Trainee to a cabin.

If they acted as provided in this condition, neither the Master nor the Foundation shall be liable for any damage, loss or expense occasioned to the Trainee nor shall the Foundation be liable to make any refund of the Fare or part thereof.

16. The Foundation shall in no circumstances be liable in respect of consequential loss or damage, detention, delay or overcarriage howsoever caused.
17. Any expenses not covered by the Fare which are reasonably incurred by the Foundation on board or at any port for and on behalf of the Trainee for (but not limited to) medical, hospital, surgical or similar treatment, hotel, transport and repatriation expenses shall be payable by the Trainee to the Foundation on demand.
18. In making arrangements for carriage by air, road or rail and for accommodation of trainees, the Foundation acts only as the agent of the Trainee and does so on the express condition that no liability of any kind howsoever shall attach to it in connection with or arising out of such arrangements.
19. The Foundation shall not be liable in respect of:
  - a) the death, injury or sickness of any Trainee or in respect of the loss of or damage to any property of the Trainee (other than valuables deposited with the Master on board for safe keeping) unless the same is due to the negligence of the Foundation in which event the Foundation's liability shall be limited to the amount of \$50,000 for death, injury or sickness and \$300 for property accompanying the Trainee; or
  - b) the loss or damage to any valuables howsoever caused and irrespective of negligence on the part of the Foundation unless the same has been deposited with the Master on board for safe keeping in which case the Foundation's liability shall be limited to an amount of \$500.
20. Any damages payable by the Foundation up to the limits referred to in Clause 19 shall be reduced in proportion to any contributory negligence by the Trainee.
21. Notwithstanding anything hereinbefore expressed or implied the Foundation shall in any event be entitled to the maximum protection allowed by law in respect of the liability of or any limitation on damages recoverable from Ship Owners.