

Victorian Sub Aqua Group Incorporated (“VSAG Inc”), A0093539D

Application for Membership

All prospective members of the Victorian Sub Aqua Group Incorporated (“VSAG Inc”), A0093539D are required to complete this **Application for Membership** form (one per individual, family or interstate membership);

Important points:

- Each applicant (including each diving family member) must sign and date a **Certified Diver Details** form.
- Each applicant (including each diving family member) must sign and date the **WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**.
- Please be sure to provide copies of relevant diving certification cards for each diver.
- Any child under 18 will need the signature of a parent or guardian, preferably both parents.

VSAG INC MEMBERSHIP OPTIONS		
Type	Summary of Benefits	Annual Fee
Individual	Entitles the member to participate in all VSAG Inc activities and receive all correspondence, including “Fathoms” magazine.	\$80
Family	As above, plus the member’s partner and any dependant children (under the age of 18) who are certified scuba divers can participate in all VSAG Inc activities.	\$100
Interstate	Entitles the member to receive “Fathoms” magazine.	\$50

Delivery Options:

Mail completed forms and photocopies of your certification card and medical certificates to: VSAG Inc Secretary 145 Johnston St NEWPORT Vic 3015	Personally Deliver envelope addressed to VSAG Inc containing all completed forms and photocopies of your certification card to any VSAG Inc committee member, dive captain or boat captain at any VSAG Inc activity.	E-mail a signed and completed application with Dive Certification to any VSAG Inc Committee Member
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Note Payment is not required until you have been accepted by VSAG Inc as a member. You may make payment to VSAG Inc:

BSB: 013322

Account Number: 938510327

Revision Date: 17/7/2016

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Application for Membership

Please complete one form for each individual, family or interstate membership.

Primary Applicant Particulars

Applicant's Name:

Street Address:

.....

City: State: Postcode:

Mailing Address:

.....

City: State: Postcode:

Class of Membership (see attached sheet for details)

- Individual Family Interstate

If Family membership being applied for, please state below the details of each additional member:

Name

1. (Adult)

2. (Child)

3. (Child)

4. (Child)

5. (Child)

COMMITTEE USE ONLY

I nominate the applicant(s) for VSAG Inc membership: Date: /.../.....

I second the nomination of the applicant(s) for membership: Date: /...../.....

Certification card(s)

Check/Tryout dive(s) conducted with: Date: /...../.....

New member(s) voted in by VSAG Inc committee on (d/m/y): ./...../..... Payment received

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Certified Diver Details

Please complete one form for each certified diver applying for membership.

Diver Particulars

Diver's Name:

Date of Birth (d/m/y): / / Gender: Male Female

Occupation:

Contact Numbers: Home: Work:

Mobile: Fax:

Email address:

VSAG Inc web site nickname/username:

Emergency Contact: Name:

Relationship: Phone:

Scuba Training and Certification *Please attach photocopy of certification card(s)*

Certification Card #: Agency:

Date Certified (d/m/y): / /

Please tick all that apply: Open Water Advanced Rescue Dive Master Instructor
 Nitrox Deep Cavern/Cave First Aid DAN Oxygen Boat License Fishing License

Other (*Please specify*)

Dive Experience: # Years: # Dives (*approx.*): Max Depth (*metres*):

Member of DAN: Yes No Membership #:

ALL new diving applicants will be required to undertake at least one check/tryout dive with a member of the VSAG Inc Committee or appointed diver.

Diver's Signature: Date (d/m/y): / /

If diver is under 18 years old,

1st Parent/Guardian Signature: Date (d/m/y): / /

2nd Parent/Guardian Signature: Date (d/m/y): / /

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Supplier in this document means the Victorian Sub Aqua Group Incorporated ("VSAG Inc"), A0093539D and its officers, members, employees, agents, boat owners and boat operators.

I,, hereby apply to become a member of VSAG Inc. I acknowledge and agree as follows:

1. I acknowledge that participation in VSAG Inc activities is entirely voluntary. The term "VSAG Inc activities" means any activity;
 - organised or conducted by VSAG Inc or
 - any diving or boating activity organised or conducted by individual members of VSAG Inc, or
 - any activity for which VSAG Inc is otherwise responsible, including any transportation for which the VSAG Inc or any VSAG Inc official, member, employee, agent, private boat owner or private boat operator is responsible.
2. I warrant to VSAG Inc that I, or the minor for whom I am agreeing on behalf of, do not have any physical or medical disability or condition which would render it unsafe or inadvisable to engage in these activities and I undertake to inform VSAG Inc in writing immediately upon becoming aware of such disability or condition.
3. I am aware that sport diving is a hazardous sport and that VSAG Inc activities involve risks and dangers, including the risk of serious injury or death. I certify that I am aware of and accept full responsibility for all of the risks involved in VSAG Inc activities, including but not limited to the risks inherent in sport diving and in the sport diving environment, and the actions or negligence of VSAG Inc members or participants, or any other persons, or accidents or illness even in remote areas without medical facilities.
4. I accept my responsibility, and the responsibility of any minor for whom I am agreeing, to act safely at all times, to observe and be bound by the policies, rules and instructions of VSAG Inc which may from time to time be in force.

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5. I acknowledge that I am responsible for any equipment that I, or any minor for whom I am agreeing, provide or use, regardless of where it was obtained from, while sport diving and accept full responsibility for the safe condition of such equipment and any risks or dangers caused by such equipment.
6. I hereby agree to release, indemnify, hold harmless and defend VSAG Inc and its officers, members, employees, agents, boat owners and boat operators (hereinafter the "said persons") against any loss, damage or expense arising from any claim, suit, demand, prosecution or cause of action (hereinafter referred to as "claims") arising out of or in connected in anyway with participation in any of VSAG Inc activities by myself or any minor for whom I am signing this agreement.
7. If I am agreeing on behalf of a minor, I acknowledge that I am agreeing to release, indemnify, hold harmless and defend the said persons against any and all claims that I may have as the minor's parent or legal guardian, whether or not the release of the minor's own claims is found to be enforceable under the applicable law. In the event that the release of the minor's own claims is held not to be enforceable, I agree to accept full responsibility for any such claim of the minor and to hold harmless, indemnify and defend VSAG Inc and its officers, members, employees, agents, boat owners and boat operators, from any and all claims by or on behalf of the minor arising out of or connected in any way with participation in any of the VSAG Inc activities by myself, or any minor for whom I am signing this Agreement, as well as any costs or expenses, including reasonable attorneys fees, incurred in connection with such claims.
8. I acknowledge that the release and indemnity provisions in paragraphs 6 and 7 apply to all claims for injury or damage resulting from any cause, including the negligence of any party released herein. I further acknowledge that this Agreement shall be binding on all family members, including minors, guardians, heirs and any executor or personal representative.
9. I agree that this Agreement should be enforced to the full extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the applicable law, the remainder of the Agreement shall be enforced.
10. If I am agreeing as an adult participant, I state that I am 18 years of age or older and legally competent to make this Agreement. I affirm that I am a certified diver, (if participating in diving activities) and I warrant to VSAG Inc that any information I have provided is true and correct in every particular.
11. If I am agreeing for a minor participant, I state that I am the parent or legal guardian of the minor participant and that I am legally competent to agree on behalf of the minor. I affirm that the minor is a certified diver (if participating in diving activities) and I warrant to VSAG Inc that the information provided is true and correct in every particular. I have discussed with the minor the risks and responsibilities of participating in VSAG Inc activities and represent that the minor is sufficiently mature to understand the responsibility to act safely and to abide by all of the VSAG Inc rules referred to in paragraph 4.
12. I understand that these terms are contractual and not a mere recital. I have agreed to this of my own free act.

Applicant's Signature: Date (d/m/y)://

If applicant is under 18 year old,

1st Parent/Guardian Signature: Date (d/m/y)://

2nd Parent/Guardian Signature: Date (d/m/y)://

Distribution of Membership Details

VSAG Inc provides to its members, life members and a group of "Friends of VSAG Inc" a membership list showing Names, Mobile telephone numbers and e-mail addresses. If you wish to exclude any of your details from this distributed list please indicate below by ticking the appropriate boxes

- Please exclude my name
- Please exclude my mobile telephone number
- Please exclude my e-mail address