

tawe nunnugah small boat expedition (tn19 Raid), Jan-Feb 2019

Conditions of Participation

I acknowledge and agree that:

In these Conditions of Participation: "tn19 Raid" means and includes the tawe nunnugah 2019 Raid (30 Jan to 8 Feb 2019) and the Return Raid (11-14 February, 2019), including preparatory and follow-up activities. "Participant" means and includes anyone involved in any activities of the tn19 Raid, including preparatory and follow-up activities, land-based support, activities on vessels owned or managed by the Living Boat Trust, and other privately owned vessels involved in the tn19 Raid. "tn19 Raid organisers" means and includes the tn19 Raid Coordinator appointed by the Committee of the Living Boat Trust Inc. Franklin to organise the tn19 Raid, and people appointed by the tn19 Raid Coordinator to assist with planning and implementing the tn19 Raid.

All Participants

1. The tn19 Raid is essentially cooperative in nature and everyone involved, irrespective of the fee paid, is expected to assist with communal tasks for the general good of all participants both on land and water.
2. Participants acknowledge and accept the risk of their participation in the tn19 Raid and the dangers of travelling on the water and in unfamiliar and uncontrolled places.
3. Each participant is solely responsible for deciding whether or not to start or to continue with the tn19 Raid.
4. All participants release and hereby indemnify against all liability (including liability for their negligence and the negligence of others) the Living Boat Trust Inc. and its officers, members and contractors and the owners or lease holders of land used for the tn19 Raid and owners and operators of vehicles and vessels managed by the Living Boat Trust as part of the tn19 Raid and all persons or corporations associated directly or indirectly with the conduct of the tn19 Raid from all claims, demands and proceedings arising out of their participation in the tn19 Raid, and for all injury, loss or damage arising out of or connected with the tn19 Raid. This release and indemnity continues forever and binds my heirs, executors, personal representative and assigns.
5. All participants acknowledge that they have the sole responsibility for any assets or property they own or use while participating in the tn19 Raid.
6. All participants must be members of the Living Boat Trust, Inc. and are bound by the conditions of membership and the constitution of the Living Boat Trust, Inc. during the tn19 Raid.
7. All participants acknowledge the terms and conditions of this document are contractual in nature, are intended to have legal effect and are not a mere warning or recital.
8. Each participant is responsible for deciding whether or not to participate or to continue with the expedition.
9. The tn19 Raid organisers may according to their discretion, apply state and national requirements, standards and guidelines for determining acceptable standards of seaworthiness, safety equipment and crew experience including but not limited to:
 - a. Marine and Safety Tasmania (MAST) safety equipment requirements
 - b. Yachting Australia Special Regulations for Part 1 (keel boats) or Part 2 (Off the beach boats)
10. Participants must comply with:
 - a. Instructions of the tn19 Raid organisers
 - b. Applicable state and national requirements for standards of seaworthiness, safety equipment and crew experience including but not limited to Marine and Safety Tasmania (MAST) safety equipment requirements
11. The tn19 Raid organisers may terminate or suspend the tn19 Raid at any time, for instance if the tn19 Raid organisers decide sea and weather conditions are not suitable to continue with the expedition.
12. Any substantial breach of instructions of the tn19 Raid organisers, or these conditions will constitute a withdrawal from the tn19 Raid by the Participants.
13. All participants are responsible for considering their own insurance needs and ensuring they are met.

Person-in-charge of a vessel

14. The Person-in-charge of a vessel:

- a. is always principally responsible for the safety of a boat and her crew
 - b. must ensure the boat is structurally sound, thoroughly seaworthy and manned by a crew who are physically fit to face the expected conditions.
 - c. must be satisfied as to the soundness of hull, spars, rigging, sails and all gear.
 - d. must ensure that all safety equipment is properly, used, maintained and stowed and that the crew knows how to use it.
15. Neither the establishment of these Conditions of Participation, their use by the tn19 Raid organisers or their delegates, nor the inspection of a boat under these Conditions of Participation in any way limits or reduces the complete and unlimited responsibility of the person-in-charge of a vessel.
 16. At any time before or during the event the tn19 Raid organisers or their delegates may require the person-in-charge to demonstrate that the boat meets acceptable standards of seaworthiness, safety equipment and crew experience. If it does not meet acceptable standards the tn19 Raid organisers or their delegates may reject or terminate the boat's participation without any right to review or compensation.
 17. Meeting requirements, standards and guidelines does not guarantee acceptance if the vessel or crew is assessed by the tn19 Raid organisers to be unsuitable for any reason.
 18. Vessels must meet MAST requirements for class of vessel and waters. If a vessel or crew fails to meet other standards or guidelines used by the tn19 Raid organisers during their assessment, the tn19 Raid organisers will determine whether or not the additional risk can be mitigated sufficiently to allow participation in the tn19 Raid.
 19. Consistent with the cooperative nature of the tn19 Raid, boat owners and Persons-in-charge agree to carry other participants on board their vessel and/or provide assistance to other participating vessels, including towing, when asked by the tn19 Raid organisers or their delegates and if safe to do so.
 20. The Person-in-charge must comply with instructions of the tn19 Raid organisers and is responsible for ensuring compliance of their crew.
 21. Any substantial breach of instructions of the tn19 Raid organisers, or these conditions will constitute a withdrawal from the Raid by the vessel, Person-in-charge and their crew.
 22. The Person-in-charge is responsible for considering their own insurance needs and ensuring they are met.

Cancellation and Refunds Policy

23. Until 30 November, people asking to withdraw will be allowed a full refund of the fee.
24. During the period 1-31 December a refund of 50% of the fee will be allowed.
25. Requests for refunds outside these guidelines may be considered under exceptional circumstances and will be assessed on a case-by-case basis by the LBT Committee.
26. No refunds will be allowed for days lost to weather or sea conditions and if the weather is unsuitable the Living Boat Trust Inc. does not undertake to re-supply the services of the tn19 Raid at another time.

I have read the above Conditions of Participation and have made any further enquiries I feel necessary or desirable and fully acknowledge and understand its contents and agree to them of my own free will. I understand that I have no agreement with the Living Boat Trust, Inc. Franklin until I have provided them with a signed copy of these Conditions of Participation.

Signed:

Date:

Where the participant is under 18 years of age this form must also be signed by the participant's parent or legal guardian.

I am the parent or guardian of the applicant. I authorise and consent to the participant undertaking tn19 Raid. In consideration of the participant's application to take part in the tn19 Raid being accepted, I expressly agree to accept in my capacity as parent or guardian, the terms set out in this Conditions of Participation.

Signed as parent or guardian:

Date: