



CREW MEMBER DEED POLL

This Deed is made as a deed poll on _____ [date]

1. By: _____ [name]
_____ [address]
(‘Crew Member’ ‘you’ or ‘your’)

For the benefit of:

2. **Australian National Maritime Museum (ANMM)** of 58 Pirrama Road, Pyrmont, NSW 2009, Australia;
and

Context

- A. You wish to participate in a HMB *Endeavour* voyage to be coordinated by the Voyage Managers.
B. To be eligible to be a Crew Member on all or part of the Voyage you are required to execute this Deed Poll and provide an original counterpart with your application.

Date of effect of this Deed Poll

- 1.1.1. This Deed Poll has effect from the date of the Joining Instruction (if any).
1.1.2. You agree to be bound by the terms of this Deed Poll from date of the Joining Instruction.

2. Participation in the Voyage

2.1. Suitability to undertake the Voyage

- 2.1.1. You undertake that all information included with your application to be a Crew Member is true and accurate and that you have fully declared any known illnesses or medical conditions that you have and are fit and able to undertake the voyage.
2.1.2. By boarding the Replica and undertaking any Voyage Legs, you will be deemed to be undertaking a recreational activity, i.e., an activity engaged in for enjoyment, relaxation or leisure.
2.1.3. You acknowledge that the HMB Endeavour is a replica of the 18th century vessel that Captain James Cook commanded during his 1st voyage of exploration including the charting of New Zealand and the East coast of Australia in 1769 and 1770 respectively; and, accordingly that when you are on-board you will be exposed to a range of risks that may result in personal injury or even death.

2.2. Voyage fee and other costs

- 2.2.1. You agree to pay a deposit of \$500 on and make full payment of the remaining voyage fee within 4 weeks.
- 2.2.2. If payment has not been received by this time, the ANMM reserves the right to offer the Crew Member place to another applicant.
- 2.2.3. Your Joining Instruction is not transferable, and no part of the voyage fee will be refunded if you choose not to complete the Voyage, or part thereof.
- 2.2.4. The Voyage Master, and/or Voyage Managers may, in their sole and absolute discretion, cancel or curtail the Voyage or a Voyage Leg for any reason.
- 2.2.5. If the Voyage is cancelled before the scheduled date of sailing, you will be entitled to a refund of the voyage fee.
- 2.2.6. The Voyage Managers will not be liable for any costs caused by delay, cancellation or curtailment of the scheduled Voyage.

2.3. Requirements for sailing

- 2.3.1. You must be on the wharf alongside the Replica on the scheduled commencement date of your Voyage Leg one hour before the joining time stated in your Joining Instruction. The departure of the Replica will not be delayed due to your late arrival at the wharf and there will be no refund of the voyage fee if you arrive after this time.
- 2.3.2. All tobacco products and alcohol are prohibited and are not allowed on-board the Replica. Prescription drugs are permitted on condition that they are declared prior to joining and approved in advance by the Voyage Master.
- 2.3.3. High heels and other inappropriate or unsafe clothing for sailing and participating in related activities on-board are not permitted on the Replica.
- 2.3.4. You are required, at all times, when on-board, to obey any reasonable request or direction given by the Voyage Master or member of the Professional Crew.
- 2.3.5. The ANMM and the Voyage Master have the right to refuse access to the Replica, or to remove you from the Replica, at their sole and absolute discretion if they form the view that your actions, or behaviours, may jeopardise the health and safety of the Replica and crew, and/or the enjoyment of Voyage by the crew.
- 2.3.6. If you should have an accident on-board, and suffer an injury as a consequence, or are ill, you unequivocally and irrevocably authorise the Voyage Master to take the actions and measures he or she deems necessary to ensure your health and safety, including evacuation in the event of a medical emergency.

2.4. Voyage Crew

- 2.4.1. Voyage Crew members are classified as a sail trainee, and acknowledge and agree to this classification by signing this Deed Poll.
- 2.4.2. As a sail trainee you will be required to undergo an induction and familiarisation programme in accordance with the Replica's safety management system, and once completed you will be required to actively participate, and contribute, to the safe operation and sailing of the Replica, at all hours of the day, including keeping watch, setting and taking in sails, and changing the set and trim of the sails to match the prevailing weather conditions.

2.5. Supernumeraries

- 2.5.1. If you are on-board the Replica as a Supernumerary you may participate in the operation and sailing of the Replica if you elect to do so and advise the Voyage Master of the extent to which you wish to participate, and he or she agrees to you participating.

2.6. Your Consent for ANMM to retain your contact information and to be filmed and photographed

- 2.6.1. You consent to ANMM retaining your email address for the purpose of informing you about the voyage you participated in and possible future HMB *Endeavour* voyaging opportunities.
- 2.6.2. You may be filmed or photographed during the voyage. We reserve the right to use or reproduce such film or photographs for museum related purposes without notification, approval, or provision of any form of compensation, including payment.

3. Release of the Voyage Managers

3.1. Release, Indemnity and Assumption of Risk

- 3.1.1. In consideration of being permitted to sail on the Replica and participate in this Voyage, you undertake to the Voyage Managers that you:
 - a. forever discharge and release the Voyage Managers from all actions, proceedings, claims and demands whatsoever which you may have against them for loss or damage sustained by you as a result of or arising out of, directly or indirectly, any damage, loss, liability, cost, charge, expense, outgoing or payment in connection with you sailing on the Replica or participating in the Voyage, or any act, matter, or thing connected with it and all matters arising from and incidental to it; and
 - b. indemnify and undertake at all times to keep indemnified, the Voyage Managers, and any third party, against all actions, proceedings, claims and demands whatsoever that may be brought, made or prosecuted against them, by any person in respect of any claim, demand, action, suit or proceeding whether at law, under statute, in equity or otherwise, for damage, costs, injunctions, enforcement of costs orders, review of a decision or other remedy ('claim') arising out of, directly or indirectly, your sailing on the Replica or participation in the Voyage and against all costs, damages and expenses that may be incurred by the Voyage Managers in defending or settling such a claim, on a full indemnity basis.
- 3.1.2. You hereby acknowledge and understand that there are dangers and risks associated with sailing on the Replica and participating in the Voyage and undertake to take out, and maintain for the duration of the voyage, policies of insurance to cover you for such risks, including appropriate travel insurance.
- 3.1.3. You hereby undertake to abide by all reasonable directions, rules, instructions, policies and procedures of the Voyage Manager, including all directions, rules and instructions of the Voyage Master and the Professional Crew of the ship, when you are on-board or otherwise participating in Voyage activities.
- 3.1.4. By signing this Deed Poll, you fully assume the dangers and risks, and undertake to ensure your health and safety and the health and safety of others while sailing and participating in the Voyage.

4. General provisions

4.1. Acknowledgements

- 4.1.1. You:
 - a. acknowledge that, other than set out in this Deed Poll, you enter into this Deed Poll freely and voluntarily based upon your own information, legal advice and investigation;
 - b. acknowledge that, other than set out in this Deed Poll, you are not executing this Deed Poll as a result of, by reason of, or in reliance on any promise, representation, advice, statement or information of any kind or nature whether in answer to any inquiry or not;
 - c. represent and warrant that this Deed Poll is valid and binding; and
 - d. must do all things and execute all further documents necessary to give full effect to this Deed Poll.
- 4.1.2. Are 18 years or older and agree to all terms and conditions in this Deed Poll.

4.2. Bar to proceedings

4.2.1. This Deed Poll may be pleaded in bar in any proceedings which may be commenced by or through either party in respect of the subject matter of this Deed Poll.

4.3. Applicable law

4.3.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of New South Wales, Australia.
4.3.2. The parties submit to the jurisdiction of the courts of New South Wales

5. Interpretation

5.1. Definitions

5.1.1. In this Deed Poll, unless the context indicates otherwise a term in bold type has the meaning shown opposite it:

AMSA	Australian Maritime Safety Authority.
Crew Member	A member of the public invited to sail on the Replica including Voyage Crew and Supernumeraries.
Deed Poll	This Deed Poll and includes all schedules and attachments (if any) to this Deed Poll.
Joining Instruction	A notice from the ANMM that the ANMM may issue in its sole discretion that your application to be a Crew Member on the Voyage has been approved, detailing requirements for joining the Voyage.
Professional Crew	The 16 paid personnel who are required to safely operate the ship, and who have the qualifications and experience required by AMSA.
Replica	The HMB Endeavour replica vessel, the property of the ANMM.
Supernumeraries	Supernumeraries are members of the public who are selected to sail on the ship as passengers who may participate in sailing activities to the level they choose, subject to the Voyage Master’s express consent.
Voyage Crew	The Voyage Crew are members of the public who are selected to join the crew as sail trainees, and are required to work with the Professional Crew to sail the ship.
Voyage Leg	The Voyage includes separate Voyage Legs being a voyage between ports or anchorages, and each is inclusive of all activities and programs associated with each leg.
Voyage Manager	Means the Australian National Maritime Museum (ANMM)
Voyage Master	Means the person appointed by the ANMM as the Master of the HMB Endeavour.

Executed as a Deed Poll for the benefit of the Australian National Maritime Museum.

Signatures

Print Name _____ Age _____ Signature _____

In the presence of:

Print Name _____ Age _____ Signature _____

*The signatory must be 18 years or older on the date of signing