

Tawe nunnugah small boat expedition (tn27 Raid and Return Raid), Jan-Feb 2027

Conditions of Participation

In these Conditions of Participation: “tn27 Raid” means and includes the tawe nunnugah 2027 Raid (27 January - 5 February 2027) and Return Raid (8-12 February 2027) including preparatory and follow-up activities. “Participant” means and includes anyone involved in any activities of the tn27 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 tn27 Raid. “tn27 Raid organisers” means and includes the tn27 Raid Coordinator appointed by the Committee of the Living Boat Trust Inc. Franklin to organise the tn27 Raid, and people appointed by the tn27 Raid Coordinator to assist with planning and implementing the tn27 Raid.

Summary and Guiding Principles

1. The tn27 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 tn27 Raid and the dangers of travelling on the water and in unfamiliar and uncontrolled places.
3. Each participant is solely responsible for deciding whether to start or to continue with the tn27 Raid. All Participants
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 tn27 Raid and owners and operators of vehicles and vessels managed by the Living Boat Trust as part of the tn27 Raid and all persons or corporations associated directly or indirectly with the conduct of the tn27 Raid from all claims, demands and proceedings arising out of their participation in the tn27 Raid, and for all injury, loss or damage arising out of or connected with the tn27 Raid. This release and indemnity continues forever and binds heirs, executors, personal representatives 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 tn27 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 tn27 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. Participants must comply with:
 - a. Instructions of the tn27 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
9. The tn27 Raid organisers may terminate or suspend the tn27 Raid at any time, for instance if the tn27 Raid organisers decide sea and weather conditions are not suitable to continue with the expedition.
10. Any substantial breach of instructions of the tn27 Raid organisers, or these conditions will constitute a withdrawal from the tn27 Raid by the Participants.
11. All participants are responsible for considering their own insurance needs and ensuring they are met. Person-in-charge of a vessel
12. 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 has a crew that is both fit enough and has sufficient experience to manage 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.
13. Neither the establishment of these Conditions of Participation, their use by the tn27 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.

14. At any time before or during the event the tn27 Raid organisers or their delegates may require the person-in-charge to demonstrate that the boat meets acceptable standards, as determined by the Raid organisers, of seaworthiness, safety equipment and crew experience. If it does not meet acceptable standards the tn27 Raid organisers may reject or terminate the boat's participation without any right to review or compensation.
15. The tn27 Raid organisers may according to their discretion, apply state and/or 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)
16. Meeting state or national requirements, standards and guidelines does not guarantee acceptance if the vessel or crew is assessed by the tn27 Raid organisers to be unsuitable for any reason.
17. 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 tn27 Raid organisers during their assessment, the tn27 Raid organisers will determine whether or not the additional risk can be mitigated sufficiently to allow participation in the tn27 Raid.
18. Consistent with the cooperative nature of the tn27 Raid, boat owners and Persons-in-charge agree to provide assistance to other participants and participating vessels, including towing, when asked by the tn27 Raid organisers or their delegates and if safe to do so.
19. The Person-in-charge must comply with instructions of the tn27 Raid organisers and is responsible for ensuring compliance of their crew.
20. Any substantial breach of instructions of the tn27 Raid organisers, or these conditions will constitute a withdrawal from the Raid by the vessel, Person-in-charge and their crew.

Cancellation and Refunds Policy

21. Up to 26 January 2027, people prevented from attending because of government-imposed restrictions relating to a public health emergency, will be offered a full refund of the fee already paid to the LBT.
22. Until 13 December 2026, people asking to withdraw for reasons other than those covered by Paragraph 21 (above) will be allowed a full refund of the fee already paid to the LBT.
23. During the period 13 December to 26 January people asking to withdraw for reasons other than those covered by Paragraph 21 (above) will be allowed a refund of 50% of the fee already paid to the LBT.
24. 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.
25. No refunds will be allowed for days lost to weather or sea conditions. If the weather is unsuitable during the period scheduled for the Raid the Living Boat Trust Inc. does not undertake to re-supply the services of the tn27 Raid at another time.
26. The Living Boat Trust is not liable for any other costs incurred by participants.

By placing your order on the LBT booking site you acknowledge that you have read, understood and accepted the above Conditions of Participation; that you have made any further enquiries you feel necessary or desirable; and that you agree to them of your own free will.

Where the participant is under 18 years of age the Living Boat Trust must be provided with a printed copy of these Conditions of Participation 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 tn27 Raid. In consideration of the participant's application to take part in the tn27 Raid being accepted, I expressly agree to accept in my capacity as parent or guardian, the terms set out in this Conditions of Participation. If I am not also participating in the Raid, I will contact the Raid organisers to discuss supervision of the applicant.

Participant(s) Name and Age (if under 18):

Signed by participant (or if under 18 by parent or guardian):

Date: