

## Discover Sailing Day - Conditions of Entry

1. "Club" means and includes: the host club, the State Yachting Association, Australian Sailing and their directors, officers, members, servants or agents. "Claim" means and includes any action, proceeding, claim, demand, damage or expense Definitions: however arising including but not limited to negligence but does not include a claim in respect of any action, suit etc... made by any person entitled to compensation under a relevant Club insurance policy or under any right expressly conferred by the Club constitution. "Event" means any activity associated with the experience of sailing at the Club. "Participant" means any individual taking part in an Event.
2. If accepted the Participant will be permitted to take part in the Event, subject to being compliant with the terms and conditions of the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.
3. The Event rules & this declaration comprise a contract between the Participant and the Club and are necessary and reasonable to promote and conduct the Event.
4. Warning Participation in the Event can be inherently dangerous. Participants acknowledge that that they are exposed to certain risks during participation in the Event including, but not limited to, physical exertion and injury, bodily contact, falls, equipment failure and unpredictable weather conditions. I acknowledge that accidents can and sometimes happen which may result in injury or even death, or property being damaged. Participants voluntarily agree to read and understand this warning and accept and assume the inherent risks of participation in the Event.;
5. Exclusion of Implied Terms: Participants acknowledge that they are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. Participants acknowledge that these implied terms and rights and any liability of the Club flowing from them, are expressly excluded to the extent possible by law, by this Event application declaration. To the extent of any liability arising, the liability of the Club will, at its discretion is limited to the resupply of the services or payment of the cost of having the services supplied again.
6. Release and Indemnity: In consideration of the Club accepting a Participants application for entry to the Event I, to the full extent permitted by law:
  - (a) release and will release the Club from all Claims that a Participant may have or may have had but for this release arising from or in connection with participation in the Event; and
  - (b) indemnify and will keep indemnified the Club in respect of any Claim by any Participant including but not only another Participant in the Event arising as a result of or in connection with participation in the Event.
7. Fitness to Participate: Participants declare that they are and must continue to be medically and physically fit and able to participate in the Event. Participants will immediately notify the Club in writing of any change to fitness and ability to participate. Participants understand and accept that the Club will continue to rely upon this declaration as evidence of my fitness and ability to participate.
8. Consent to medical treatment: If required, the Club will arrange medical or hospital treatment (including ambulance transportation) for a Participant. Participants authorise such actions being taken by the Club where further consent cannot be obtained and agree to meet all costs associated with such action.
9. Privacy: Participants understand that the information provided is necessary for the conduct of the Event and for the objects of the Club. Participants acknowledge and agree that the information will only be used by the Club to facilitate the conduct of the Event and other events conducted by the Club. Participants understand that they will be able to access information through the Club. If the information is not provided, Event entry application may be rejected.
10. Copyright and right to use image: Participants authorise the Club to use such photographs for promotional or other purposes without further consent being obtained. Further, Participants consent to the Club using acknowledge and consent to photographs being taken during participation in the Event and name, image, likeness and also performance in the Event, at any time, to promote the Event or Club activities by any form of media.
11. Severance: If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.
12. Participants under 18 years of age: Where a Participant is under the age of 18, registration for participation in an Event must be completed by a person over the age of 18 who is either a; parent, legal guardian (Responsible Adult). Persons responsible for a Participant under the age of 18 expressly authorise and consent to the applicant participating in the Event. In consideration of the participation in the event being accepted, Responsible Adults expressly agree to accept, in their capacity as parent or guardian, the terms set out in this Event application and declaration including the provision of a release and indemnity in the terms set out above.
13. Australian Sailing Privacy Policy: Australian Sailing is committed to the protection of your personal information. Any personal information Participants provide to Australian Sailing will be used for those purposes which the information was gathered for as stated and related purposes which can be reasonably expected. For the full Privacy Policy of Australian Sailing, please visit the Australian Sailing website: [www.sailing.org.au/about/privacy-policy/](http://www.sailing.org.au/about/privacy-policy/)

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity.