



**DAVEY'S BAY YACHT CLUB
INCORPORATED
FOUNDED 1909**

Commodore: Andrew Coutts

JUNIOR SAILING PROGRAM TERMS AND CONDITIONS.

Parent or legal guardian's Declaration: As the Applicant is under 18 years of age these terms must be read, understood, acknowledged, and agreed to by the Applicant's parent or legal guardian. As the parent or guardian of the Applicant I expressly authorise and consent to the Applicant participating in the Event. In consideration of the Applicant's participation in the Event being accepted, I expressly agree to accept, in my capacity as parent or guardian, the terms set out in this Event application and declaration (Conditions of Entry) including provision by me of a release and indemnity in the terms set out & in the Conditions of Entry. If the Applicant has a medical condition or is injured during event, I acknowledge it is our responsibility for a(n):

- Medical Condition: To notify the Club in writing by email to training@dbyc.com.au or
- Injury: As soon as possible, visit the DBYC Tower to ensure an 'Incident Report' form is completed.

Conditions of Entry: As the Applicant's parent or legal guardian, I acknowledge and agree that: In this Event application and declaration: "Club" means and includes Davey's Bay Yacht Club Inc. A0027135D ABN 17 245 667 668 of Davey's Bay, Mount Eliza, Victoria, 3930 and their directors, officers, members, servants or agents. "Claim" means and includes any action, proceeding, claim, demand, damage or expense 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 insurance policy or under any right expressly conferred by the Club constitution. "Event" means and includes Club Junior Sailing or 'Tackers' or any other Junior Training Programs run by the Club.

If accepted the Applicant will be permitted to participate in the Event subject to them complying with the terms and conditions of the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.

The Event rules & this declaration comprise a contract between me and the Club and are necessary and reasonable to promote and conduct the Event. The applicant will be required to abide by the rules and policies of Australian Sailing (copies of which are available from Australian Sailing) and be subject to the jurisdiction of Australian Sailing in relation to the application and enforcement of such rules and policies.

Fitness to Participate: I declare that the Applicant is and must continue to be medically and physically fit and able to participate in the Event. I declare they are a competent swimmer. I will immediately notify the Club in writing of any change to their fitness and ability to participate. I understand and accept that the Club will continue to rely upon this declaration as evidence of their fitness and ability to participate.

Consent to medical treatment: If required, the Club will arrange medical or hospital treatment (incl ambulance transportation) for the Applicant. I authorise such actions being taken by the Club where my further consent cannot be obtained & agree to meet all costs associated with such action.

Privacy: I understand that the information I have provided is necessary for the conduct of the Event and for the objectives of the Club. I 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 including the Event in future years. I understand that I will be able to access the Applicant's information through the Club. If all necessary information is not provided the Event entry application may be rejected.

Copyright and right to use image: I acknowledge and consent to photographs being taken of the Applicant during their participation in the Event and authorise the Club to use such photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the

Club using the Applicants name, image, likeness and also their performance in the Event, at any time, to promote the Event or Club activities by any form of media.

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 declaration or affect the validity or enforceability of it in any other jurisdiction.

Force Majeure: The Club cannot be responsible for matters outside its control. These include (but not by way of limitation) outbreak of hostilities, civil commotion, riot, pandemic, adverse weather conditions, or any act of God effecting the conduct of the course. In this event the Club will not be liable to refund any fees or pay any compensation.

Warning: Participation in the Event can be inherently dangerous. It is the parent or guardians' responsibility to decide if the Applicant will start or continue participating in the Event. I acknowledge that the Applicant may be exposed to certain risks during their 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 often do happen which may result in the Applicant being injured or even killed, or their property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks of the Applicant participating in the Event.

WARNING UNDER THE FAIR TRADING ACT 1999: Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named in these terms is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you agree to these terms and conditions, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these terms and conditions.

NOTE: The change to your rights, as set out in these terms and conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of this clause 5, "the Supplier" shall mean and include the Club.

Exclusion of Implied Terms: I acknowledge that where I am 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. I 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 be limited to the resupply of the services or payment of the cost of having the services supplied again.

Release and Indemnity: In consideration of the Club accepting this entry to the Event I, to the full extent permitted by law:

- (a) release and will release the Club from all Claims that I or the applicant may have or may have had but for this release arising from or in connection with their participation in the Event; and
- (b) indemnify and will keep indemnified the Club in respect of any Claim by any person including but not only another participant in the Event arising as a result of or in connection with the Applicant's participation in the Event.