

ROWING MEMBERSHIP APPLICATION

THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.

1. APPLICATION

I hereby apply to participate in Rowing Activities. In consideration of My Club and My SSO granting me permission to attend and participate in Rowing Activities and as a condition of my participation, I agree to the terms set out in this document and agree to be bound by the rules, policies and regulations of My Club, My SSO and RA.

2. MEMBERSHIP

By virtue of my My Club membership I will be a member of My SSO. I acknowledge my membership will allow me to compete in any duly authorised Rowing Activity in Australia and I acknowledge and agree that I will be bound by and agree to comply with the constitutions of the bodies of which I am a member, and the Rules and Policies.

3. WARNING AND ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

- a) I am aware that rowing is dangerous and that by attending at or participating in a Rowing Activity I will be exposed to MANY SIGNIFICANT RISKS, including, without limitation, risks of death, physical and mental injury, disease, loss and damage, and economic loss. The risks of physical injury may include, without limitation, the risk of drowning, serious head, neck and spinal injuries, brain damage, serious injuries to virtually all my bones, joints, ligaments, muscles, tendons and other aspects of my muscular skeletal system, serious injury to virtually all my internal organs, and serious injury or impairment to other aspects of my body and to my general health and well-being. The risks of mental injury may include, without limitation, risk of serious psychological and psychiatric injury.
- b) I fully appreciate the nature and extent of all risks involved and by attending at or participating in a Rowing Activity I freely, voluntarily and absolutely ACCEPT ALL RISKS howsoever arising out of or in relation to my attendance at or participation in a Rowing Activity, whether caused by the negligence of a Rowing Organisation, or otherwise.
- c) I acknowledge that the assumption of risk and warning in this clause constitutes a "risk warning" in accordance with and for the purposes of the relevant legislation, (including the Civil Liability Act 2002 (NSW) and the Civil Liability Act (WA)).

4. FOREGOING RIGHTS UNDER RELEVANT LAW

I acknowledge and agree that I have been given notice under ANNEXURE A that certain statutory rights and, in particular, guarantees under Commonwealth, State and Territory consumer laws have been excluded, restricted or modified including in the manner set out in ANNEXURE A.

5. INDEMNITY AND RELEASE

In consideration of the acceptance of me as a participant in Rowing Activities:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
- i) that I participate in Rowing Activities at my sole risk and responsibility;

- ii) that I accept the venues as they stand with all or any defects hidden or exposed;
- iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any Claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any Claim that I may have or may have had but for this release, (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in anyway connected with my presence at or involvement in a Rowing Activity.

The release and indemnity provided by me in this declaration is in addition to, and will not in anyway limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of a Rowing Activity.

A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

6. COMPETENCY AND MEDICAL

I declare that I am competent for my involvement in any Rowing Activities and if I am unable to meet the required competencies that I will advise my CSAR and My SSO in writing that I cannot meet the minimum standard.

7. MEDICAL

- a) I declare that I am and will continue to be medically and physically fit and able to participate in any Rowing Activity. I will immediately notify my CSAR and My SSO in writing of any change to my fitness and ability to participate. I understand and accept the Rowing Organisations and Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- b) I acknowledge and agree that if required, the Rowing Organisations and Indemnitees (or any of them) may arrange medical or hospital treatment (including without limitation, physical examination, first aid, defibrillation and safety boat and ambulance transportation) for me. I authorise such actions being taken by the Rowing Organisations and/or Indemnitees and agree to meet all costs associated with such action.

8. PRIVACY

I hereby consent to the collection of my personal information by the Rowing Organisations in connection with my involvement in any Rowing Activity and the use and disclosure of my personal information by the Rowing Organisations to other

agencies and officials associated with a Rowing Activity for the purposes of conducting and managing the Rowing Activity. I understand that I may gain access to my personal information held by a Rowing Organisation by contacting that organisation and requesting access to my personal information. I understand that if I do not provide my personal information I may not be permitted to participate in a Rowing Activity.

9. PERSONAL HEALTH INFORMATION

I acknowledge, understand and agree that it is may necessary for RA to collect my personal health information (depending on the nature of my relationship with RA), and that the RA Privacy Policy governs how RA will collect, store and use the personal health information it collects from me.

If My SSO and/or My Club receive, collect, store and use my personal health information, then the manner in which that information is received, collected and stored by My SSO and/or My Club will be governed by the applicable Privacy Policy of My SSO and/or My Club, or in the event that no such Privacy Policy exists, by the *Privacy Act 1988* (Cth).

10. RULES AND POLICIES

I acknowledge, understand and agree that it is a condition of my membership and participation in the Rowing Activity that I agree to be bound by, and subject to, the Rules and Policies, and jurisdiction of RA and My SSO, and the Rowing Organisations of which I become a member. Copies of all RA and My SSO Rules and Policies are available from the RA and My SSO websites and or by contacting RA or My SSO direct. I agree to cooperate fully with any inquiry, or investigation, conducted under or arising out of any of the Rules and Policies and any new policy or modifications to an existing policy will be effective immediately upon notice and incorporated into this Agreement.

11. PHOTOS/IMAGES

I acknowledge that RA, My SSO and CSAR may make, create, store, record, transmit, reproduce photographs and electronic images of me and I consent that they, or their authorised third parties, may use these photographs or images for proper purpose without identification or compensation of any kind.

12. ANTI-DOPING

All participants are bound by the RA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing RA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

NOTE: A minor cannot complete this undertaking and declaration other than in writing with the endorsement of the minor's parent or guardian.

**SIGN
HERE**

NAME (PRINT)

DATE

SIGNATURE

THIRD PARTY INDEMNITY WHERE THE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/We being the parents or guardian of the person nominated above (the participant) HEREBY ACKNOWLEDGE:

A) I/We have read the entire document and understand it. B) I/We consent to the participation in the event or rowing activity. C) I/We are aware of the risks, dangers and obligations and D) acknowledge the participant is bound by and subject to the rules and policies of RV and RA including without limitation the RA anti-doping policy.

16. **IN CONSIDERATION** of the participant being accepted as a participant in the event of rowing activity, I/We HEREBY INDEMNIFY AND RELEASE the participant in the same manner and to the same effect as if I/We were the participants and agree to personally accept all terms and conditions and obligations as set out in this declaration.

PARENT/GUARDIAN

DATE

SIGNATURE