

MEMBERSHIP DECLARATION AND PARTICIPATION AGREEMENT FOR AUTHORISED ROWING ACTIVITIES

WARNING! 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. I.....[insert name]
of.....[insert address] hereby
apply to participate in Rowing Activities. In consideration of the
Melbourne University Boat Club and RV granting me
permission to attend and participate in Rowing Activities and
as a condition of my participation, I **HEREBY AGREE** to the
terms and conditions set out in this document and agree to be
bound by the rules, policies and regulations of the Melbourne
University Boat Club and RV.

2. DEFINITIONS In this declaration:

- a) **"Claim"** means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Rowing Organisation under any right expressly conferred by its constitution or regulation;
- b) **"Indemnitees"** means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- c) **"RV"** means Rowing Victoria Incorporated;
- d) **"RA"** means Rowing Australia Limited;
- e) **"State Controlling Body" (SCB)** means a state or territory rowing association affiliated as a member of RA;
- f) **"CSAR"** means any affiliated Club, School, Association, College or University and any Regatta Organising Committee of a regatta approved by RV.
- f) **"Rowing Activities"** means performing or participating in any capacity in any Rowing Organisation event, regatta or activity;
- g) **"Rowing Organisation"** means and includes RA, SCB, CSAR and where the context so permits, their respective directors, officers, members, servants or agents.

3. MEMBERSHIP

By virtue of my home club membership and this membership declaration I will be a member of RV. 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, regulations and policies of the RV, RA and any other relevant Rowing Organisations.

4. WARNING AND ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

I ACKNOWLEDGE that:

- a) Rowing Activities can be inherently dangerous. I am aware Rowing is a water borne activity that can be dangerous and that by engaging in any Rowing Activity (whether as a competitor, recreational rower, coach, official, media or other participant) I take and am exposed to certain risks and dangers and I acknowledge that I may be exposed to certain risks:
 - i) that I may be injured, physically or mentally or risk death:
 - the risks of physical injury may include, without limitation muscle strain, fractures, ligament injury;
 - the risks of mental injury may include, without limitation, risk of serious psychological and psychiatric injury; and
 - the risks associated with my attendance at or participation in Rowing Activities, include without limitation, the risk that I may suffer harm as a result of collision, capsizing, gear failure etc;
 - ii) that my equipment may be damaged, lost or destroyed;
 - iii) that other competitors may row dangerously or with a lack of skill;
 - iv) that regatta and rowing venues and event conditions may be hazardous and may vary without warning or predictability;
 - v) that organisers, officials, landowners/venue operators and any agents or representatives of those in charge of an event or a Rowing Activity are frequently obliged to make decisions under pressure of time or events;
 - vi) that there may be no or inadequate facilities for treatment or transport of me if I am injured; and
 - vii) that I have an obligation to myself and to others to act safely and within the rules and regulations of all Rowing Organisations and their affiliated organisations.
- b) 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 and that these implied terms and rights and any liability of the Rowing Organisations (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of the Rowing Organisation will, at the discretion of the Rowing Organisation, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again; and

- c) I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Rowing Activities.

5. WARNING UNDER THE FAIR TRADING ACT 1999 (VIC)

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill;
- 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 sign this form, you will be agreeing that your rights to sue the supplier or the Indemnitees 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 this form.

NOTE: The change to your rights, as set out in this form, 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 the clause 5, "the Supplier" shall mean and include the Indemnitees.

6. 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.
- 7. 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.
- 8. 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.

9. COMPETENCY

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 RV in writing that I can not meet the minimum standard.

10. MEDICAL

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 RV 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.

- 11. I acknowledge and agree that if required, the Rowing Organisations and Indemnitees (or any of them) may arrange medical or hospital treatment (including 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.

12. 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 organization 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.

13. PERSONAL HEALTH INFORMATION

I hereby agree that in consideration of my membership and participation in Rowing Activities the Rowing Organisations may receive, collect, store and use personal health information about me in the manner set out below:

a) **I ACKNOWLEDGE that:**

- i) If I am injured, become ill or die at or following a Rowing Activity the parties providing first aid activities at the relevant activity in addition to any hospital at which I am treated (together "my Carers") will have health related information about me in their possession, power and control relating to me which is subject to obligations imposed by the Privacy Act ("my Information") and the Privacy Act is intended to protect my personal information;
- ii) the Rowing Organisations wish to collect my Information for purposes that include their risk management programs, evaluating and improving the safety of the Rowing Organisations' Rowing Activities and the venues and generally to reduce the risks to persons engaged in Rowing Activities; and
- iii) It is reasonable for the Rowing Organisations to collect, store, use and disclose my Information in accordance with clause 13(a)(i) and in the manner set out in clause 13(b).

b) **IN CONSIDERATION of my membership and participation in a Rowing Activity I consent and agree that the Rowing Organisations:**

- i) may collect and store any of my Information, including obtain my Information from third parties including my Carers;
 - ii) may use any information collected in accordance with this clause for any purpose consistent with creating safer Rowing Activities held by or in conjunction with the Rowing Organisations;
 - iii) may disclose my Information to third parties provided such disclosure is reasonably intended to be used for the purpose of improving safety at Rowing Activities held by or in conjunction with the Rowing Organisations provided any such information is held by each Rowing Organisation in accordance with its Privacy Policy.
- c) I irrevocably authorise RV and my CSAR and hereby appoint RV and my CSAR as my lawful attorneys to collect from my Carers, and I hereby direct my Carers to provide to RV or my CSAR upon request being made by RV or my CSAR, any of my Information including but not limited to any information concerning any incident or event causing or contributing to or resulting from any injury, illness or death to me, the details of any diagnosis and prognosis provided to me by my Carers (or any party with the knowledge of any of my Carers), and any other matter to the knowledge of my Carers that might reasonably be considered to be requested by RV or my CSAR for the purpose of improving safety at RV and CSAR Rowing Activities.

14. POLICIES AND REGULATIONS

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, regulations and jurisdiction of the Rowing Organisations of which I become a member including RA and RV as amended from time to time. Copies of all RA and RV rules, policies and regulations are available from the RA and RV websites and or by contacting RA or RV direct.

- 15. 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.

MEMBERSHIP DECLARATION AND PARTICIPATION AGREEMENT

SCHEDULE 1

1. International Federation of Rowing Associations
2. Rowing Australia
3. Rowing Victoria
4. Melbourne University Boat Club

5. All other persons involved in the organization, conduct and promotion of the Rowing Activities or construction or location of the facilities used in connection with or otherwise related to the Rowing Activities.

6. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**SIGN
HERE**

16. EXECUTION I, THE UNDERSIGNED STATE THAT I HAVE READ AND UNDERSTOOD THIS DECLARATION (INCLUDING THE WARNING, INDEMNITY AND RELEASE) AND AGREE TO THE TERMS AND CONDITIONS AS STATED.

NAME (PRINT): _____ SIGNATURE: _____ DATE: _____

17. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE

I/WE _____ being the parents or guardians of the person named in Clause 16 (hereinafter called "the participant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it; b) I/we consent to the participation in the Rowing Activities; c) I/we are aware of the risks, dangers and obligations set out in Clause 4 above; AND d) I/we acknowledge that the participant is bound by and subject to the rules and policies of RA and RV, including, without limitation, the RA anti-doping policy.
18. **IN CONSIDERATION** of the participant being accepted as a participant in the Rowing Activities **I/WE HEREBY INDEMNIFY AND RELEASE** the Indemnitees 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 set out in this declaration and agree to be bound by and comply with the Rowing Victoria and Rowing Australia constitution and any regulations and policies made under it.

PARENT/GUARDIAN: _____ SIGNATURE _____ DATE: _____