

## Conditions of Entry to this Event

1. **I acknowledge** and agree that by participating in this Event: In this registration and declaration: "Club" means and includes: the host club, the State Yachting Association, Yachting Australia 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 Club insurance policy or under any right expressly conferred by the Club constitution. "Event" means any activity conducted associated with my experience of sailing at the Club.

### 2. **Warning:**

Participation in the Event can be inherently dangerous. I acknowledge that I am exposed to certain risks during my 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 me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

### 3. **Release and Indemnity:**

In consideration of the Club accepting my 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 I may have or may have had but for this release arising from or in connection with my 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 my participation in the Event.

### 4. **Fitness to Participate:**

I declare that I am and must continue to be medically and physically fit and able to participate in the Event. I will immediately notify the Club of any change to my fitness and ability to participate. I understand and accept that the Club will continue to rely upon this declaration as evidence of my fitness and ability to participate.

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

### **Declaration**

I have read, understood, acknowledge and agree to the above declaration including the warning and release and indemnity. I warrant that all information provided in my Event application is true and correct. I agree to abide by all instruction given to me by the Skipper and or Crew in regards to sailing on his/her vessel.