



THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR RIGHTS. YOU SHOULD READ IT VERY CAREFULLY AND SIGN ONLY AFTER YOU ARE SATISFIED THAT YOU UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS AUSTRALIAN CANOEING INCORPORATED MEMBERSHIP DECLARATION

I..... [insert name] of

..... [insert address]

hereby apply for membership of AC and the State Association of the State / Territory in which I reside. In consideration of my application for membership being accepted I acknowledge and agree that:

1. In this membership declaration: "AC" means the Australian Canoeing Incorporated; "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 Canoeing Organisation under any right expressly conferred by its constitution or regulation; "AC Activities" means performing or participating in any capacity in any authorised or recognised Canoeing Organisation activity; "Canoeing Organisation" means and includes AC, the State Associations, affiliated canoeing clubs and where the context so permits, their respective directors, officers, members, servants or agents; and "State Association" has the same meaning as in the AC constitution and where the context so permits, the State Association in which you apply to become a member.

2. If my application for membership is accepted I will be a member of AC and the State Association. I acknowledge my membership will be deemed to be accepted upon my participation in AC Activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of the Canoeing Organisations of which I become a member.

3. Warning: Canoeing Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during AC Activities including but not limited to:

- I may be physically or mentally injured, impaired, maimed or killed;
• other participants may act dangerously or with lack of skill;
• conditions may be hazardous and may vary without warning or predictability;
• organisers, officials, watercourse owners/operators and any agents or representatives of any of them, in charge of an event may be obliged to make decisions under pressure of time and/or events;
• any policy of insurance of or in respect of my life or physical or mental health may be avoided;
• there may be no or no adequate facilities for treatment or transport of me if I suffer injury;
• my property may be damaged, lost or destroyed.

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 AC Activities.

4. 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 Canoeing 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 Canoeing Organisation will, at the discretion of the relevant Canoeing Organisation, be limited to the resupply of the services or payment of the cost of having the services supplied again.

5. Release and Indemnity: In consideration of AC accepting my application for membership I, to the extent permitted by law:

- (a) release and will release the Canoeing Organisations from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any AC Activities; and
(b) indemnify and will keep indemnified the Canoeing Organisations in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any AC Activities.

6. Fitness to Participate: I declare that I am medically and physically fit and able to participate in any AC Activities. I will immediately notify AC in writing through my State Association of any change to my medical condition, fitness or ability to participate. I understand and accept that the

Canoeing Organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.

7. Medical Treatment: I consent to receiving any medical treatment that a Canoeing Organisation reasonably considers necessary or desirable for me during my participation in AC Activities. I also agree to reimburse the relevant Canoeing Organisation for any costs or expenses incurred in providing me with medical treatment.

8. Right to Use Image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in any AC Activities. I acknowledge and agree that such photographs and electronic images are owned by AC or my State Association and that the Canoeing Organisations may use the photographs for promotional or other purposes without my further consent being necessary. I consent to the Canoeing Organisations using my name, image, likeness and also my performance in the AC Activities, at any time, by any form of media, to promote the AC Activities.

9. Privacy: I understand that the information I have provided [overleaf/above] is necessary for the objects of the Canoeing Organisations. I acknowledge and agree that the information will be disclosed by my State Association to AC and will only be used for the objects of the Canoeing Organisations, Canoeing Organisation general business and to provide me with membership services. I understand that I will be able to access the information through my State Association. If the information is not provided my membership application may be rejected.

I acknowledge that the Canoeing Organisations may also use my personal information for the purposes of providing me with promotional material from Canoeing Organisation sponsors or third parties. I may advise my State Association if I do not wish to receive from the Canoeing Organisations, any sponsor or third party promotional material.

10. Severance: If any provision of this membership 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.

11. Governing Law: This declaration is governed by and construed in accordance with the law of the State of New South Wales and the parties irrevocably submit to the jurisdiction of the courts of that State.

12. I have provided the information required above and I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by AC.

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

Signed:
Name: Date:

Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian.

I,..... am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Canoeing Activities. In consideration of the applicant's membership in AC and the State Association being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the AC and State Association constitutions and any regulations and policies made under them.

Parent's signature:
(Where applicant under 18 y.o)

Parent's name:
Date:

