



OAMPS Insurance Brokers Australian Youth Championships 2008

ENTRY DECLARATION

NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. YOU SHOULD READ IT VERY CAREFULLY AND SIGN IT ONLY AFTER YOU ARE SATISFIED THAT YOU ACCEPT THE TERMS AND CONDITIONS.

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Where the applicant is under 18 years of age this declaration must also be read, understood, acknowledged and agreed to by the applicant's parent or legal guardian.

I hereby apply for entry to the nominated event. In so applying and in consideration of my application to the Event being accepted I acknowledge and agree that:

"Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including, but not limited to, negligence.

"Event Organisers" means BGR Enterprises LLC, Frankston Yacht Club and Sail Melbourne, and their respective directors, officers, members, servants, sub-contractors or agents.

"YA" for the purposes of this application and declaration means and includes Yachting Australia, its members (including State Associations and Affiliated Clubs as those terms are defined in YA's constitution) and their respective directors, officers, members, servants sub-contractors or agents.

1. If accepted, I will be permitted to participate in the Event subject to my complying with the terms and conditions of the Event (which are available at <https://aus.regatta-manager.com/Regatta/RegattaDocuments.do>), this declaration and any reasonable direction issued by YA, the Event Organisers or their representatives. I agree to be bound by Yachting Australia's Member Protection Policy (visit www.yachting.org.au/youthchamps).

2. The Event terms and conditions and this declaration comprise a contract between me, YA and the Event Organisers. It is necessary and reasonable for promoting and conducting the Event.

3. Warning: Participation in sailing activities and the Event is inherently dangerous. Risks including, but not only, overexertion, equipment failure, dehydration, serious accidents, dangerous and unpredictable weather conditions, water quality and shark attack can and do happen which may result in me being personally injured or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Event.

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 YA and the Event Organisers flowing from them

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are expressly excluded, to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of YA and the Event Organisers will, at the discretion of YA and the Event Organisers, 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.

5. Release and Indemnity: In consideration of YA and the Event Organisers accepting my application for participation in the Event I, to the extent permitted by law:

- (a) release and will release YA and the Event Organisers 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 the Event; and
- (b) indemnify and will keep indemnified YA and the Event Organisers in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in the Event.

6. Release and Indemnity: In consideration of YA and the Event Organisers accepting my application for entry to the Event I:

- (a) release and forever discharge YA, the Event Organisers and all host locations (yacht clubs, marinas, yachting centres, etc.) of the Event, and their directors, officers, members, servants and agents, 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 hold harmless YA, the Event Organisers and all host locations (yacht clubs, marinas, yachting centres, etc.) of the Event, and their directors, officers, members, servants and agents in respect of any Claim by any person including, but not limited to, another participant in the Event, arising from or in connection with my participation in the Event.

7. 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 am not and must not be a danger to myself or to the health and safety of others. I will immediately notify YA in writing of any change to my medical condition, fitness and ability to participate. I understand and accept that YA will continue to rely upon this declaration as evidence of my fitness and ability to participate.

8. Medical Treatment: I consent to receiving any medical treatment that YA and the Event Organisers reasonably consider necessary or desirable for me during my participation in the Event. I also agree to reimburse YA and/or the Event Organisers for any costs or expenses incurred directly or indirectly by them in providing me with medical treatment.

9. Privacy: I understand that the information I have provided is necessary for the conduct of the Event and for the objects of YA. I acknowledge and agree that the information will only be used by YA to facilitate the conduct of the Event and other events conducted by YA. I understand that I will be able to access my information through YA. I acknowledge that YA may also use my personal information in accordance with the YA Privacy By-law. I

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understand that I may advise YA if I do not wish to receive from YA any YA sponsor or third parties' promotional material.

10. Prevailing conditions: The Event and the conduct of, and participation in the Event will be effected by weather and associated conditions. I acknowledge and agree the Event Organisers cannot control the weather and associated conditions.

11. Refund Policy: If an individual cancels their participation in the Event, then the refund policy is set out below:

(a) Notice period of Cancellation - Greater than 7 Days 100% refund.

(b) Notice period of Cancellation - Less than 6 days 100% refund of the entry fee less administrative fee of A\$50

(c) Notice period of Cancellation - Less than 24 hours or failure to attend : No refund

(d) If Yachting Australia cancels a Championship, fees will be fully refunded or transferred to a future Championship, according to the entrants wishes.

The notice period of cancellation for the Event is prior to the first race within the Event. Once the race has commenced you can not cancel your participation and you will be liable for the entire fee whether you attend all or some races only of the Event.

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

I acknowledge that if my application to enter the Event is successful I will be entitled to participate in the Event.

Where the applicant is under 18 years of age this declaration must also be read, understood, acknowledged and agreed to by the applicant's parent or legal guardian.

I am the parent or guardian of the applicant. I authorise and consent to the applicant participating in the Event. In consideration of the applicant's participation in the Event, 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 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 terms and conditions of the Event (which are available at <https://aus.regatta-manager.com/Regatta/RegattaDocuments.do>), this

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