

EVENT ENTRY APPLICATION and DECLARATION



I [insert name] of [insert address] hereby apply for entry to ("Event"). In so applying and in consideration of my application for entry to the Event being accepted I acknowledge and agree that:

- 1. "AC" for the purposes of this application and declaration means and includes Australian Canoeing Incorporated, its members (including affiliated State Associations and Affiliated Clubs) and their respective directors, officers, members, servants or agents.
2. If accepted I will be permitted to participate in the Event subject to my complying with the terms and conditions of the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.
3. This document cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by AC.
4. Insurance is in place that provides limited cover to me whilst I am participating in the Event. For insurance details contact your State Association or AC. I understand that this insurance may not cover me for all injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insurances over and above the cover provided by AC.
5. The Event rules and this declaration comprise a contract between me and AC. It is necessary and reasonable for promoting and conducting the Event.
6. Warning: Participation in the Event can be inherently dangerous. Risks including but not only overexertion, equipment failure, dehydration, serious accidents, 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.
7. Exclusion of Liability: Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my entry to the Event (if accepted) that AC is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the Event.
8. Release and Indemnity: In consideration of AC accepting my application for entry to the Event I:
(a) release and forever discharge AC 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 AC to the extent permitted by law 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.

In this clause 8 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant Event insurance policy.

- 9. 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 AC in writing of any change to my fitness and ability to participate. I understand and accept that AC will continue to rely upon this declaration as evidence of my fitness and ability to participate.
10. 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.
11. Privacy: I understand that the information I have provided is necessary for the conduct of the Event and for the Objects of AC. I acknowledge and agree that the information will only be used by AC to facilitate the conduct of the Event and other events conducted by AC. I understand that I will be able to access my information through AC. If the information is not provided my entry application may be rejected. I acknowledge that AC may also use my personal information in accordance with the AC Privacy By-law. I may advise AC if I do not wish to receive from AC any AC sponsors or third parties' promotional material.
12. Copyright and right to use image: I acknowledge and consent to photographs being taken of me by or on behalf of AC during my participation in the Event. I acknowledge that the photographs are owned by AC and that AC may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event organisers using my name, image, likeness and also my performance in the Event, at any time, to promote the Event by any form of media.
13. Prevailing conditions: The Event and the conduct of, and participation in the Event will be effected by weather and associated conditions. Given there is often an element of the "luck of the prevailing conditions" in entering and competing in the Event I acknowledge and agree the Event organisers cannot control the weather and associated conditions.

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.

Signed: Date:

Name :

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

I, am the parent or guardian of the applicant. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this Event application and declaration including the provision by me of a release and indemnity in the terms set out above. I consent to the applicant's entry to, and if accepted, participation in the Event.

Parent/guardian signature: Date:(where applicant under 18 y.o)