

South Brisbane Sailing Club | Club Dinghy Hire | Terms and Conditions | 26.03.2019

I agree to abide by the Constitution, Sailing Instructions and any Notice of Race or other rules from time to time of the South Brisbane Sailing Club Inc. (also referred to herein as the "Club" or "SBSC") **Initials:** _____

I (the hirer) assume all liability for personal injury and property damage incurred during the transport and use of the SBSC Club Dinghy and shall indemnify SBSC against any loss of or any damage to the hire boat, including the mast, sails and rigging (fair wear and tear excepted), resulting from the hirer's transport or use of the hire boat. **Initials:** _____

PRIVACY COLLECTION STATEMENT: The information provided by me to SBSC may be stored in part or in full in the Australian Sailing National Database by SBSC and this information may be used by SBSC and/or Australian Sailing (AS). I also acknowledge and agree that information may be disclosed to other like organizations, including Yachting Queensland I acknowledge the provisions of the Privacy Act and agree that the information that I have provided to SBSC is necessary and available for use by SBSC to promote the objects of the Club, (including the use of my image) and I agree to allow SBSC to reproduce my image on the SBSC web site or in any official SBSC social media. Any personal information provided to AS will only be used by AS in accordance with the objects and purposes of AS and in relation to the National Database. I acknowledge that, if the requested personal information is not provided to AS, I will not be able to receive the benefits of registration with the National Database including access to the AS Personal Accident Insurance program. I also acknowledge that I will be able to access my personal information through accessing mySailor, SBSC or through AS upon reasonable notice.

Yes/No Initials: _____

I can swim 25 metres ? **Yes / No Initials:** _____

I recognise that South Brisbane Sailing Club Inc. is a non-profit organisation based solely on volunteer effort and that, as a member of the Club, I am expected to volunteer for some of its support roles. I will learn about the operations of the club from information provided and/or from discussions with current members, and will offer to contribute where my skills and lifestyle best fit with club needs.

I acknowledge that my participation in SBSC activities is at my own risk and I hereby release the South Brisbane Sailing Club Inc., its members officers, servants and agents from any and all claims, costs, and demands whatsoever and howsoever arising from my participation, except where provided or required by Law and it cannot be excluded, I agree that SBSC is absolved from all liability for any injury to me (whether fatal or otherwise) or any damage to my property (except for willful damage) resulting from my participation in any SBSC activity. In consideration of SBSC accepting this application, I

1. release and forever discharge SBSC from all claims that I may have or may have had but for this release arising from or in connection with my participation in any SBSC activity; and
2. indemnify and hold harmless SBSC to the extent permitted by law in respect of any claim by any person against SBSC or any members officers, servants or agents acting for SBSC arising as a result of or in connection with my participation in any SBSC activity whilst I am participating or at any time thereafter.

I declare that I am and must continue to be medically and physically fit and able to participate in any SBSC activity. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SBSC in writing of any change to my fitness and ability to participate. I understand and accept that SBSC will continue to rely on this declaration as evidence of my fitness and ability to participate. I shall abstain from drinking alcohol, smoking or being adversely affected by drugs while at SBSC training sessions or during any competition. I acknowledge that, regardless of the precautions which might be taken by reasonable and experienced persons, sailing can be a dangerous pursuit and participants are exposed to significant risk of property damage, physical harm and possibly death and that river sailing also has an increased risk from ferries and other ships and boats in confined waters. As an indication, these risks may include, but are not limited to:

- The extremes of weather and sea/river conditions.
- The potential that control of a vessel may be lost, resulting in collision between vessels or with objects.
- The potential that a vessel will run aground or hit an object, especially after heavy rain.
- The sudden movement of a vessel at any time and the possibility of capsizes or that participants may fall or be thrown overboard, resulting in drowning.
- The possibility that participants may be injured by equipment on a vessel, which may include being hit by a boom, sail or rope swinging or flapping in the wind either ashore or afloat.
- The absence of immediate medical care and the likelihood that significant delays may occur before medical care is available.
- Exposure to the elements for extended periods.
- Sunburn and the possibility of skin cancer from sun exposure to unprotected skin.
- Injury or infection from standing on sharp objects in the sea/river bed or on shore.

South Brisbane Sailing Club Inc. also warns participants that, regardless of their best intentions, they may be unable to render assistance to participants who are in distress. Participants are warned to consider the above risks and all other risks before deciding to participate in any sailing event with South Brisbane Sailing Club Inc.

It is recommended that members who own and race their own boat, should take out their own personal and third-party insurances. Please **initial all items above and sign below** as an acknowledgment that you have read and understand all of the above issues.

Signed: _____ Date: _____

YOUTH MEMBERS: To allow Youth Members under 18 years of age to participate in South Brisbane Sailing Club Inc. races and events, the consent of the Junior Member's parent/legal guardian is required.

I, as the parent/legal guardian, hereby grant this consent and hereby provide the requisite acknowledgements and the release/indemnity (above) on behalf of the Youth Member/s referred to herein.

Signed: _____ Name: _____