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PARTICIPANT (WAIVER FORM) APPLICATION AND DECLARATION – 2020/2021

I..... [Insert name] of [Insert address] hereby apply to participate in the Sporting Activities with the Club in the Sport governed by DBNSW. In consideration of my application for participation being accepted
I acknowledge and agree that:

1. In this application and declaration:

"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 DBNSW under any right expressly conferred by its constitution or regulation.

"DBNSW" means Dragon Boats NSW Incorporated and, where the context so permits, its respective directors, staff officers, members, servants or agents.

"Club" means a Member for the time being of DBNSW in accordance with clause 5 of the DBNSW Constitution.

"Sport" means the sport of dragon boat racing.

"Sporting Activities" means performing or participating in the Sport in any capacity which includes, but is not limited to, participation in training, competitions, coaching or as an official.

2. **If my application for participation is accepted** I acknowledge that I will be bound by and agree to comply with all rules applying to the Sporting Activities and the constitution, regulations, policies and directions DBNSW and the Club. I understand this form is only applicable for my participation up to a maximum of five occasions or until I become an Individual Member of DBNSW (as that expression is defined in the DBNSW Constitution), whichever first occurs, during the 2020/2021 season (1 July – 30 June). I accept that this form may be stored for up to five (5) years and beyond by DBNSW and/or the Club. I will comply with all directions given by the Club and DBNSW.
3. **Warning:** The Sporting Activities are inherently dangerous. I acknowledge that I am exposed to certain risks during Sporting Activities and that accidents may happen which may result in injury, illness or death, or my property being damaged. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in the Sporting 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 services may be excluded. I acknowledge that these implied terms and rights and any liability of DBNSW and the Club flowing from them, are expressly excluded to the extent possible by law, by this application and declaration. To the extent of any liability arising, the liability of DBNSW and/or the Club will, at the discretion of DBNSW and/or the Club as the case may be, 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 DBNSW and the Club accepting my application for participation I, to the extent permitted by law:
- (a) release and will release DBNSW and 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 any Sporting Activities; and
 - (b) Indemnify and will keep indemnified DBNSW and the Club in respect of any Claim by any person arising as a result of or in connection with my participation in any Sporting Activities.
6. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in the Sporting Activities. I will immediately notify DBNSW and the Club in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that DBNSW and the Club will continue to rely upon this document as evidence of my fitness and ability to participate.

7. **Medical Treatment:** I consent to receiving any medical treatment that the DBNSW and the Club reasonably considers necessary or desirable for me during my participation in Sporting Activities. I also agree to reimburse DBNSW and the Club for any costs or expenses incurred in providing me with medical treatment.

8. **Right to Use Imagery:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Sporting Activities. I acknowledge and agree that such photographs and electronic images are owned by DBNSW and/or the Club and each of them may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to DBNSW and the Club using my name, image, likeness and also my performance in the Sporting Activities, at any time, by any form of media, to promote the Sporting Activities.

9. **Privacy:** I understand that the personal information I have provided in this form is necessary for the objects of DBNSW and the Club. I acknowledge and agree that the personal information will be disclosed by DBNSW and the Club only to pursue its objects and general business. I understand that I will be able to access the personal information on request. If the personal information is not provided by me, my participation application may be rejected.
I acknowledge that DBNSW and the Club may also use my personal information for the purposes of providing me with promotional material from DBNSW's sponsors or third parties. I may advise DBNSW and the Club if I do not wish to receive any sponsor or third party promotional material.

10. **Severance:** If any provision of this application and 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 application and declaration or affect the validity or enforceability of it in any other jurisdiction.

11. **I have provided the information required and signed this application and declaration.** I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it, my application will be null and void and it will not be accepted by DBNSW and the Club.

I declare that I can swim more than 50m fully clothed: YES / NO (circle applicable)

I declare that I am medically fit to undertake Sporting Activities with the sport: YES / NO (circle applicable)

I agree to accept and be bound by and agree to comply with the rules applying to the Sporting Activities and the constitution, regulations, policies and directions of DBNSW and the Club: YES / NO (circle applicable)

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

Signed: Date:

Name: Phone:

Email: Emergency contact:

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

I, as **the parent or guardian** of the applicant, declare the information relating to the applicant is true and correct and authorise and consent to the applicant undertaking the Sporting Activities. In consideration of the applicant's application 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 application and 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 DBNSW's constitution and any regulations and policies made under it.

Parent Name: Date:

Parent Signed: Phone:

Club use only

Club name: Signed off by:

NOTE CLUB MUST BE ABLE TO SUPPLY A COPY OF THIS FORM ON REQUEST BY DBNSW