



**RS Aero World Championship 2019
Black Rock Yacht Club, Victoria, Australia
28th December 2019 – 4th January 2020**

Terms and Conditions

I hereby apply to attend an Event being scheduled by the nominated Organising Authority. In so applying and in consideration of my application for the Event being accepted I acknowledge and agree that:

1. The "Organising Authority" means the Event's Organising Authority and its respective directors, officers, servants or agents responsible for offering the Event that I am seeking to enter or register for.
2. If accepted I will be permitted to attend the Event subject to complying with the terms and conditions of the Event including the Notice of Race and Sailing Instructions, this declaration and any reasonable direction issued by the Event organisers or their representatives.
3. The Event's Notice of Race and this declaration comprise a contract between me and the Organising Authority.
4. Warning: Participation in a sailing event can be inherently dangerous. Risks including but not limited to 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. If required, the Organising Authority will arrange medical or hospital treatment (including ambulance transportation). I authorise such actions being taken by the Organising Authority where my further consent cannot be obtained and agree to meet all costs associated with such action.
5. 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 the Organising Authority 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.
6. Release and Indemnity: In consideration of the Organising Authority accepting my application for entry to the Event I:
 - (a) release and forever discharge the Organising Authority 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 the Organising Authority 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.
7. In this clause '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 or Organising Authority insurance policy.
8. Fitness to Participate: I declare that I am and must continue to be medically and physically fit and able to participate in the Event. Should I suffer from an allergy and/or require medical for a pre-existing condition I shall fully declare all necessary details to the Organiser. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify the Organising Authority in writing of any change to my fitness and ability to participate. I understand and accept that

the Organising Authority will continue to rely upon this declaration as evidence of my fitness and ability to participate.

9. Privacy: I understand that the information I have provided is necessary for the conduct of the Event. I acknowledge and agree that the information provided will only be used by the Organising Authority to facilitate the conduct of the Event and other Events conducted by the Organising Authority.

10. I acknowledge and consent to photographs and videos being taken of me during participation in Organising Authority activities and authorise the Organising Authority to use such photographs and videos for promotional or other sailing and boating development and marketing purposes without my further consent being obtained. Further, I consent to the Organising Authority using my name, image, likeness and performance in any Organising Authority at any time, to promote the Organising Authority by any form of media.

11. I understand that I will be able to access my information through the Organising Authority.

12. I acknowledge that the Organising Authority may also use my personal information in accordance with the Australian Sailing Privacy Policy.

13. Prevailing conditions: The Event and the conduct of, and participation in the Event will be affected by weather and associated conditions.

14. Given there is often an element of the 'luck of the prevailing conditions' in entering and competing in the Event I acknowledge and agree that the Event organisers cannot control weather and associated conditions.

15. Where the applicant for the Event is under 18 years of age the parent or guardian of the applicant expressly agrees to be responsible for the applicant's behaviour and agrees to personally accept the conditions set out above including the provision of a release and indemnity in the terms set out above.

16. Severance: If any provision of these terms and conditions are 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 these terms and conditions or affect the validity or enforceability of it in any other jurisdiction.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of implied terms, release and indemnity. I warrant that all information provided in my Event application is true and correct. I acknowledge that this Event application declaration cannot be amended. If I do amend it my application will be null and void.

Signed:

Name:

Date:

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 authorise and consent to the applicant participating in the Event. In consideration of the applicant's participation in the event being accepted, I expressly agree to accept, in my capacity as parent or guardian, the terms set out in this Event application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's Signature: (where applicant under 18 years)

Name:

Date: