

ROWING SOUTH AUSTRALIA INCORPORATED (RSA)

XVII AUSTRALIAN MASTERS GAMES

TERMS AND CONDITIONS – INDOOR ROWING

ANY PERSON WHO ATTENDS AND PARTICIPATES IN THE XVII AUSTRALIAN MASTERS GAMES (*PARTICIPANT*) AGREES, AS A CONDITION OF ENTRY, TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW.

1. Warning and acceptance of risks

- 1.1. The Participant is aware that by attending at or participating in the XVII AUSTRALIAN MASTERS GAMES (17AMG) the Participant will be exposed to many significant risks, including, without limitation, risks of death, physical and mental injury, disease, loss and damage, and economic loss. The risks associated with the Participant's attendance at or participation in the 17AMG include, without limitation, the risk that the Participant may suffer harm as a result of: (a) exhaustion; (b) injuries to bones, joints, ligaments, muscles, tendons and other aspects of the Participant's muscular skeletal system (c) aggravation, acceleration or recurrence of an existing injury or disease; (d) dehydration; (e) oxygen deprivation; (f) falls; (g) allergic reactions; (h) infections; (i) grazes, cuts, abrasions, wounds and blisters; (j) psychological and psychiatric injury; and (k) many other causes.
- 1.2. The Participant accepts the venues as they stand with all or any defects hidden or exposed.
- 1.3. The Participant fully appreciates the nature and extent of all risks involved and by attending at or participating in the 17AMG the Participant freely, voluntarily and absolutely ACCEPTS ALL RISKS howsoever arising out of or in relation to the Participant's attendance at or participation in the 17AMG, whether caused by the negligence of RSA and the Associated Entities, or otherwise.

2. Release and indemnity

- 2.1. To the full extent permitted by law, the Participant agrees to INDEMNIFY AND KEEP INDEMNIFIED RSA and the Associated Entities against all claims, demands, actions, suits, proceedings, damages, costs, losses, expenses or liabilities of any kind, including legal costs, that may be brought or made by any person for death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever (including, without limiting the generality of the foregoing, any claim, demand, action or suit brought against RSA or any of its Associated Entities by the owner of any venue under any contractual or common law right of indemnity such owner may have against RSA or an Associated Entity) arising out of or as a consequence of the Participant's acts or omissions in the course of or consequential upon or incidental to the Participant's attendance at or participation in the 17AMG, whether caused by the negligence of RSA and the Associated Entities, or otherwise.
- 2.2. To the full extent permitted by law, the Participant agrees to RELEASE RSA and the Associated Entities from all liability to the Participant, the Participant's personal representatives, heirs and next of kin, for the Participant's death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which the Participant may suffer or sustain in the course of or consequential upon or incidental to the Participant's attendance at or participation in the 17AMG, whether caused by the negligence of RSA and the Associated Entities, or otherwise.

3. Foregoing rights under relevant law

- 3.1. The Participant acknowledges and agrees that the Participant has been given notice under Annexure A that certain statutory rights, in particular, guarantees under Commonwealth, State and Territory consumer laws have been excluded, restricted or modified including in the manner set out in Annexure A.

4. Medical

- 4.1. The Participant declares that the Participant is and will continue to be medically and physically fit and able to participate in the 17AMG. The Participant will immediately notify RSA in writing of any change to the Participant's fitness and ability to participate. The Participant understands and accepts that RSA will continue to rely upon this declaration as evidence of the Participant's fitness and ability to participate.
- 4.2. The Participant acknowledges and agrees that if required, RSA may arrange medical or hospital treatment (including without limitation, physical examination, first aid, defibrillation and ambulance transportation) for the Participant. The Participant authorises such actions being taken by RSA and agrees to meet all costs associated with such action.

5. Rules and Policies

- 5.1. The Participant acknowledges, understand and agrees that it is a condition of the Participant's participation in the 17AMG that the Participant agrees to be bound by, and subject to, the rules and policies of RSA and the jurisdiction of RSA. Copies of all RSA rules and policies are available from the RSA website at <https://rowingsa.asn.au/publications-and-policies/> and by contacting RSA.

6. Photos/Images

- 6.1. The Participant acknowledges that RSA may make, create, store, record, transmit, reproduce photographs and electronic images of the Participant and the Participant consents that RSA, or its authorised third parties, may use these photographs or images for proper purpose without identification or compensation of any kind.

7. Defined Terms and Interpretation

- 7.1. In these terms and conditions, the expression **Associated Entities** means all persons, corporations and entities other than RSA that are in any way connected with organising, promoting, sponsoring, supporting, running or staging the 17AMG or receiving benefits from the 17AMG, and includes without limitation the, charities, sponsors, volunteers, contractors, service providers, safety officials, and venue owners, lessees, licensees and occupiers.
- 7.2. In these terms and conditions, unless the context otherwise requires, a reference to a person, corporation or entity includes a reference to its officers, servants, employees, agents and representatives.

ANNEXURE A

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.²

Important: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: I agree that the liability of RSA for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions: 1. "Recreational services" are services that consist of participation in— (a) a sporting activity or similar leisure-time pursuit; or (b) any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure. 2. "Personal injury" is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.cbs.sa.gov.au

Recreational services to which the Australian Consumer Law (Commonwealth) applies

The Participant agrees that the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law are excluded and do not apply to the supply of any recreational services (as defined in section 139A of the Competition and Consumer Act 2010 (Cth)) to the Participant by RSA under or in connection with these terms and conditions. The Participant agrees that the liability of RSA in relation to a recreational service for any:

- death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
- contraction, aggravation or acceleration of a disease; or
- coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - that is or may be harmful or disadvantageous to the individual or community; or
 - that may result in harm or disadvantage to the individual or community,

that the Participant may suffer (or a person on whose behalf the Participant acquires the services may suffer) is excluded.