

MEMBERSHIP WAIVER

Attention: to submit your application, you must first read and accept the below terms and conditions which affect your rights and obligation as a participant and require your careful consideration.

I, a member of a CSAR, hereby apply to participate in Rowing Activities. In consideration of my CSAR and RSA granting me permission to attend and participate in Rowing Activities and as a condition of my participation, I agree to the terms set out in this document.

1. MEMBERSHIP

1.1 By virtue of my CSAR membership, I will be a Full Participant member of RSA. I acknowledge my membership will allow me to compete in any Rowing Activity, and I acknowledge and agree that I will be bound by and agree to comply with the Rules and Policies of my CSAR, RSA and RA.

2. ELIGIBILITY

2.1 I warrant that I am not precluded from applying for or holding membership with my CSAR and / or RSA, including due to any suspension, expulsion, or other disciplinary measure.

3. WARNING AND ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

3.1 I am aware that rowing is dangerous and that by attending at, or participating in, a Rowing Activity I will be exposed to MANY SIGNIFICANT RISKS, including, without limitation, risks of death, physical and mental injury, disease, and loss and damage, including economic loss. The risks of physical injury may include, without limitation, the risk of drowning, serious head, neck and spinal injuries, brain damage, serious injuries to virtually all my bones, joints, ligaments, muscles, tendons and other aspects of my muscular skeletal system, serious injury to virtually all my internal organs, and serious injury or impairment to other aspects of my body and to my general health and well-being. The risks of mental injury may include, without limitation, risk of serious psychological and psychiatric injury.

3.2 I fully appreciate the nature and extent of all risks involved in Rowing Activities and by attending at, or participating in a Rowing Activity I freely, voluntarily, and absolutely ACCEPT ALL RISKS howsoever arising out of, or in relation to my attendance at, or participation in a Rowing Activity, whether caused by the negligence of RSA or its Associated Entities, or otherwise.

3.3 I acknowledge that the assumption of risk and warning in this clause constitutes a "risk warning" in accordance with, and for the purposes of the relevant legislation, (including the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)).

4. FOREGOING RIGHTS UNDER RELEVANT LAW

4.1 I acknowledge and agree that I have been given notice under ANNEXURE A that the liability of RSA and its Associated Entities, that certain statutory rights and, 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.

5. INSURANCE COVER

- 5.1 I acknowledge that RSA maintains a State "Sports Personal Accident" insurance policy which covers all SA affiliated participants in the sport of Rowing, subject to the terms and conditions of the relevant policy, a copy of which can be obtained at <https://vinsurancegroup.com/rowingaustralia/what-is-covered/> The policy covers personal injury loss and damage arising out of participation in a rowing activity, subject to its terms and conditions.
- 5.2 I acknowledge and agree that insurance cover affected by RSA or its Associated Entities for participants in a Rowing Activity may not cover me for any, or all death, injury, loss, or damage sustained by me. I agree to pay any applicable excess in the event that insurance cover is affected for participants in a Rowing Activity, and I make a claim, or a claim is made on my behalf, under that cover.

6. INDEMNITY AND RELEASE

- 6.1 In consideration of the acceptance of me as a participant in Rowing Activities:
- 6.2 I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law RSA, its Associated Entities and each of them in the following manner:
- 6.2.1 that I participate in Rowing Activities at my sole risk and responsibility;
- 6.2.2 that I accept the Venues as they stand with all, or any defects hidden or exposed;
- 6.2.3 that I indemnify and hold harmless RSA and its Associated Entities (including their respective directors, officers, members, servants, or agents and competitors) against any Claims which may be made by me, or on my behalf for, or in respect of, or arising out of my death, or any injury, loss or damage caused to me or my equipment, whether caused by any act, matter or thing done, permitted or omitted to be done by me or which is in anyway connected with my presence at or involvement in a Rowing Activity.
- 6.3 I AGREE TO RELEASE to the full extent permitted by law RSA, its Associated Entities (including their respective directors, officers, members, servants, or agents and competitors) and each of them, from all liability to me for any Claim that I may have or may have had but for this release, (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in anyway connected with my presence at, or involvement in a Rowing Activity.
- 6.4 The release and indemnity provided by me in this declaration is in addition to and will not in any way limit the application of the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of a Rowing Activity.
- 6.5 A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms are severable and do not invalidate the remaining terms.

7. COMPETENCY AND MEDICAL

- 7.1 I acknowledge that I have reviewed the minimum required competencies for my involvement in Rowing Activities at ANNEXURE B and all safety requirements contained in <https://rowingsa.asn.au/rowing-sa-policies/>

- 7.2 I declare that I have the competencies described in ANNEXURE B and that I am competent for my safe involvement in any Rowing Activities, and if I am unable to meet the required competencies that I will advise my CSAR and RSA in writing that I cannot meet the minimum standard.

8. MEDICAL

- 8.1 I declare that I am, and will continue to be medically and physically fit and able to participate in any Rowing Activity. I will immediately notify my CSAR and RSA in writing, of any change to my fitness and ability to participate. I understand and accept that RSA and its Associated Entities will continue to rely upon this declaration as evidence of my fitness and ability to participate.

- 8.2 I acknowledge and agree that if required, the RSA and its Associated Entities (or any of them) may arrange medical or hospital treatment (including without limitation, physical examination, first aid, defibrillation and safety boat and ambulance transportation) for me. I authorise such actions being taken by RSA and its Associated Entities and agree to meet all costs associated with such action.

9. PRIVACY

- 9.1 I hereby consent to the collection of my personal information by RSA and its Associated Entities in connection with my involvement in any Rowing Activity and the use and disclosure of my personal information by RSA and its Associated Entities to other agencies and officials associated with a Rowing Activity for the purposes of conducting and managing the Rowing Activity. I understand that I may gain access to my personal information held by RSA and its Associated Entities by contacting that organisation and requesting access to my personal information. I understand that if I do not provide my personal information, I may not be permitted to participate in a Rowing Activity.

- 9.2 RSA's privacy policy governs how RSA will collect, store and use my personal information.

10. PERSONAL HEALTH INFORMATION

- 10.1 I acknowledge, understand, and agree that it may be necessary for RSA to collect my personal health information. RSA's privacy policy governs how RSA will collect, store and use my personal health information.

- 10.2 If RSA receives, collects, stores and uses my personal health information, then the manner in which that information is received, collected, stored and used by RSA will be governed by the applicable Privacy Policy of [RSA], or in the event that no such Privacy Policy exists, by the Privacy Act 1988 (Cth).

11. RULES AND POLICIES

- 11.1 I acknowledge, understand, and agree that it is a condition of my Full Participant membership with RSA, my membership with my CSAR and my participation in any Rowing Activity that I agree to be bound by, and subject to, the Rules and Policies, and jurisdiction of RSA, RA and my CSAR. Copies of all RA and RSA Rules and Policies are available from the RA and RSA websites and or by contacting RA or RSA direct.

- 11.2 I agree to cooperate fully with any inquiry, or investigation, conducted or commissioned by RA, RSA or my CRSA under or arising out of any of the Rules and Policies and any new policy or modifications to an existing policy will be effective immediately upon notice and incorporated into this Agreement.

12. PHOTOS/IMAGES

- 12.1 I acknowledge that RSA and its Associated Entities may make, create, store, record, transmit and reproduce photographs and electronic images of me and I consent that they, or their authorised third parties, may use these photographs or images for proper purpose without identification or compensation of any kind.

13. ANTI-DOPING

- 13.1 I acknowledge that all participants in Rowing Activities are bound by the Rowing Australia's Improper Use of Drugs and Medicine Policy (as amended from time to time) and that I may be subject to drug testing. Testing conducted by Sport Integrity Australia (SIA) is in accordance with the *Sport Integrity Australia Act 2020* (Cth) and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. I acknowledge anti-doping rule violations may result in sanctions under the RA Anti-Doping Policy, including but not limited to disqualification and a period of ineligibility.
- 13.2 Copies of all relevant anti-doping policies, including those referred to at 13.1 above, can be obtained from RSA and I acknowledge that it is my responsibility to be informed of such policies as they apply to my participation in Rowing Activities.

14. COMPLIANCE WITH LAWS

- 14.1 I acknowledge, understand, and agree that it is a condition of my membership that I comply with all Laws.

15. EXECUTION OF AGREEMENT

- 15.1 I agree that I, as the applying Full Participant, or parent or guardian of the applying Full Participant, can accept the terms and conditions contained herein by any method that identifies my intention to accept to be bound by the terms and conditions contained herein.

16. DEFINITIONS IN THIS APPLICATION

- 16.1 "**Associated Entities**" means RA and any and all CSARs where the context so permits, their respective directors, officers, members, servants, or agents;
- 16.2 "**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 Rowing Organisation under any right expressly conferred by its constitution or regulation;
- 16.3 "**CSAR**" means any club, school, association, college, university, or regatta committee that is affiliated with or approved by RSA. "My CSAR" is the CSAR nominated by the applicant in this form.
- 16.4 "**Full Participant**" means a member of RSA as described at 5.5. of the RSA constitution.
- 16.5 "**Laws**" includes all Acts of the Parliament of the Commonwealth of Australia; all Acts of the Parliaments of the States and Territories of Australia; and all ordinances, regulations, by-laws, orders, determinations, directions, rules, and proclamations made or issued under any such Act;
- 16.6 "**[RX]**" means [SSO];

- 16.7 "**RSA**" means Rowing South Australia Inc;
- 16.8 "**RA**" means Rowing Australia Limited;
- 16.9 "**Rowing Activity**" means performing or participating in any capacity in any trial, training, competition, event, regatta, or activity in any way connected with the sport of rowing run by RSA or its Associated Entities in Australia and "Rowing Activities" means any two or more of them;
- 16.10 "**Rules and Policies**" means any constitution, rules of incorporation, rules, policies, regulations, and codes governing my membership, or attendance at, or participation in a Rowing Activity;
- 16.11 "**Venue**" means the entire venue, property, facility, or premises where a Rowing Activity is held.

NOTE: A minor cannot complete this undertaking and declaration other than in writing with the endorsement of the minor's parent or guardian.

ANNEXURE A

1. RECREATIONAL SERVICES TO WHICH THE AUSTRALIAN CONSUMER LAW (CTH) APPLIES

1.1 I agree 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 me by RSA and its Associated Entities under or in connection with this agreement. I agree that the liability of RSA and its Associated Entities in relation to a recreational service for any:

1.1.1 death;

1.1.2 physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury); or

1.1.3 contraction, aggravation, or acceleration of a disease; or

1.1.4 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:

(a) that is or may be harmful or disadvantageous to the individual or community; or

(b) that may result in harm or disadvantage to the individual or community; or

that I may suffer (or a person on whose behalf I acquire the services may suffer); is excluded.

2. FOR RECREATIONAL SERVICES PROVIDED IN VICTORIA

Warning under the Australian Consumer Law and Fair-Trading Act 2012 (VIC)

2.1 Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form (i.e. RSA and its Associated Entities) are required to ensure that the recreational services supplied to you are rendered with due care and skill; and are reasonably fit for any purpose for which you, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result you have made known to the supplier.

2.2 Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the suppliers are entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the suppliers under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

2.3 NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

3. FOR RECREATIONAL SERVICES PROVIDED IN SOUTH AUSTRALIA

- 3.1 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 services):
- 3.1.1 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
- 3.1.2 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).
- 3.2 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.
- 3.3 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.
- 3.4 Agreement to exclude, restrict or modify your rights: I agree that the liability of the RSA and its Associated Entities 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:
- 3.4.1 Excluded.
- ~~3.4.2 restricted as set out below [specify the nature of the restriction];~~
- ~~3.4.3 modified as set out below [specify the nature of the modification];~~
- Definitions:**
- 3.5 "Recreational services" are services that consist of participation in:
- 3.5.1 a sporting activity or similar leisure-time pursuit; or
- 3.5.2 any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment, or leisure.
- 3.6 "Personal injury" is bodily injury and includes mental and nervous shock and death.
- 3.7 Further information: Further information about your rights can be found at www.cbs.sa.gov.au.

4. FOR RECREATIONAL SERVICES AND RECREATIONAL ACTIVITIES PROVIDED IN NEW SOUTH WALES OR WESTERN AUSTRALIA

4.1 I agree that the liability of RSA and its Associated Entities in relation to recreational services (as defined in section 139A of the *Competition and Consumer Act 2010 (Cth)*) and recreational activities (as defined in the *Civil Liability Act 2002 (NSW)* and the *Civil Liability Act 2002 (WA)*) for any:

4.1.1 death;

4.1.2 physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury); or

4.1.3 contraction, aggravation, or acceleration of a disease; or

4.1.4 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:

(a) that is or may be harmful or disadvantageous to the individual or community; or

(b) that may result in harm or disadvantage to the individual or community, that I may suffer (or a person on whose behalf I acquire the services may suffer) is EXCLUDED.

5. FOR RECREATIONAL SERVICES PROVIDED IN NORTHERN TERRITORY

5.1 I agree that the provisions of Part 3-2, Division 1, Subdivision B of the Australian Consumer Law (NT) do not apply to the supply of the services to me under this Agreement, and that the liability of RSA and its Associated Entities for any death or personal injury that I may suffer (or a person on whose behalf I acquire the services may suffer) for a failure to comply with a guarantee under that Subdivision is excluded. I acknowledge that this exclusion, restriction or modification has been disclosed to me in such a manner that I am aware of the general effect of the exclusion, restriction or modification and that I have had a reasonable opportunity to consider whether or not enter into the Agreement on that basis and have decided to enter into the Agreement.

6. FOR RECREATIONAL SERVICES PROVIDED IN QUEENSLAND, TASMANIA, OR AUSTRALIAN CAPITAL TERRITORY

6.1 To the full extent permitted by law, I agree that the guarantees in the Australian Consumer Law (Qld), Australian Consumer Law (Tas) and Australian Consumer Law (ACT) including the provisions of Subdivision B of Division 1 of Part 3-2 are EXCLUDED and do not apply to the supply of any recreational services to me by RSA and its Associated Entities under or in connection with this agreement, and I RELEASE RSA and its Associated Entities from all liability for a failure to comply with a guarantee under those provisions.

6.2 Parental Consent Declaration (for applicants under 18 yrs of age):

6.2.1 I have read, understood, acknowledge, and agree to the terms above and the details provided in the application, and I personally consent to the declaration, and I warrant that all information provided is true and correct.

6.2.2 I as the parent or guardian of the named applicant expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this membership application and declaration.

ANNEXURE B

All active members partaking in on-water rowing activities of any type must be:

1. Instructed in the actions to be taken in the event of a capsize
2. Be capable of releasing themselves from the boat.
3. Be able to swim 50m in light clothing (e.g. rowing kit) and be sufficiently at ease in the water not to panic.
4. Be able to tread water for a minimum of 3 minutes as per Rowing Australia's water safety and assessment guidelines.
5. Have their swimming ability recorded at the time of becoming a member of a club or school.

If a participant cannot swim, or cannot meet any of the above requirements, then:

- additional flotation aids, either on the person or within easy reach in the boat, or modifications to the equipment must be adopted in conjunction with additional supervision and rescue plans.

If a safe alternative cannot be found the participant should not be permitted on the water. These conditions are particularly relevant for Para Athletes, athletes with reduced or limited mobility, athletes with limited swimming ability and inexperienced athletes.