

SCHOOL STUDENT PARTICIPATION AGREEMENT

In consideration of Rowing SA (RSA) granting me permission to attend and participate in Rowing SA Activities, and as a condition of my participation, I agree to the terms set out in this document:

1. MEMBERSHIP

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

2. ELIGIBILITY

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

3. INSURANCE COVER

3.1 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 SA Activity, subject to its terms and conditions.

3.2 I acknowledge and agree that insurance cover affected by RSA or its Associated Entities for participants in a Rowing SA 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 SA Activity, and I make a claim, or a claim is made on my behalf, under that cover.

4. COMPETENCY AND MEDICAL

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

4.2 I declare that I have the competencies described in ANNEXURE A and meet the requirements in the Rowing SA Safety Training Policy and that I am competent for my safe involvement in any Rowing SA Activity, and if I am unable to meet the required competencies that I will advise RSA in writing that I cannot meet the required competencies.

5. MEDICAL

5.1 I declare that I am, and to my knowledge will continue to be, medically and physically fit and able to participate in Rowing SA Activities. I will immediately notify 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.

5.2 I acknowledge and agree that if required, 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.

6. PRIVACY

- 6.1 I hereby consent to the collection of my personal information by RSA and its Associated Entities in connection with my involvement in any Rowing SA 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 SA Activity for the purposes of conducting and managing the Rowing SA 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 SA Activity.
- 6.2 I understand RSA's privacy policy governs how RSA will collect, store and use my personal information.

7. PERSONAL HEALTH INFORMATION

- 7.1 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.
- 7.2 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).

8. RULES AND POLICIES

- 8.1 I acknowledge, understand, and agree that it is a condition of my Full Participant membership with RSA and my participation in any Rowing SA Activity that I agree to be bound by, and subject to, the Rules and Policies, and jurisdiction of RSA, RA and my CSAR. I am aware 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.
- 8.2 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.

9. PHOTOS/IMAGES

- 9.1 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.

10. ANTI-DOPING

- 10.1 I acknowledge that all participants in a Rowing SA Activity are bound by 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.

- 10.2 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 SA Activities.

11. COMPLIANCE WITH LAWS

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

12. EXECUTION OF AGREEMENT

- 12.1 I accept the terms and conditions contained herein and confirm my intention to accept to be bound by the terms and conditions by my continued participation in any Rowing SA Activity after having been provided with this Agreement.

13. DEFINITIONS IN THIS APPLICATION

- 13.1 *"Agreement"* this School Student Participation Agreement inclusive of all terms and conditions.
- 13.2 *"Associated Entities"* means RA and any and all CSARs where the context so permits, their respective directors, officers, members, servants, or agents;
- 13.3 *"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;
- 13.4 *"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.
- 13.5 *"Full Participant"* means a member of RSA as described at 5.5. of the RSA constitution.
- 13.6 *"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;
- 13.7 *"RSA"* means Rowing South Australia Inc;
- 13.8 *"RA"* means Rowing Australia Limited;
- 13.9 *"Rowing SA 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 and "Rowing SA Activities" means any two or more of them;
- 13.10 *"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 SA Activity;
- 13.11 *"Student(s)"* means a student of an Affiliated School participating or intending to participate in a Rowing SA Activity.
- 13.12 *"Venue"* means the entire venue, property, facility, or premises where a Rowing SA Activity is held.

ANNEXURE A

Minimum Required Competencies

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.