

DISCLAIMER- SURFCOASTLONGBOARD CLUB

Application and Declaration

I hereby apply for entry to the "Surfcoast Longboard Club" ("Event"). In so applying and in consideration of my application for entry to the Event being accepted I **acknowledge and agree** that:

1. **"Event Organiser"** for the purposes of this application and declaration means and includes ASP Australasia & Surfing Australia Inc ("SAI"), and includes where the context so permits, its members (including State Surfing Associations), and their respective directors, officers, officials, members, servants or agents; **"Claim"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not only limited to negligence but does not include a claim against the Event Organiser under any right expressly conferred under the Event Rules.
2. **If my application is accepted I will be permitted** to participate in the Event subject to my complying with the rules and regulations for the Event ("Event Rules"), this declaration, and any reasonable direction issued by the Event Organiser or their representatives. I have read, understood and agree to the Event Rules.
3. **This document cannot be amended.** If I do amend it my application will be null and void and cannot be accepted.
4. **Insurance** is in place that provides limited cover to me whilst I am participating in the Event. I understand that this insurance may not cover me for all injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insurances over and above the cover provided.
5. **This declaration** comprises a contract between the Event Organiser and me. It is necessary and reasonable for promoting and conducting the Event.
6. **Warning:** Participation in the Event can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Event including but not limited to physical hazards, unpredictable and dangerous surf and weather conditions, equipment contact and use and actions by other competitors. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Event.
7. **Exclusion of Liability:** 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 goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Event Organiser flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Event Organiser will, at the discretion of the relevant organisation, be limited to the resupply of the services or payment of the cost of having the services supplied again.
8. **Release and Indemnity:** In consideration of the Event Organiser accepting my application for entry to the Event:
 - (a) release and will release the Event Organiser 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 will keep indemnified the Event Organiser to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in the Event.
9. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in the Event. I will immediately notify the Event Organiser in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Event Organisers will continue to rely upon this declaration as evidence of my fitness and ability to participate.
10. **Rescue, First Aid & Medical Treatment:** I consent to receiving any rescue assistance, first aid or medical treatment that the Event Organiser or authorised representatives consider necessary or desirable during the Event. I will accept the assistance, first aid or medical treatment from the Event Organiser or authorised representatives. I agree to reimburse the Event Organiser for any costs or expenses incurred in providing me with medical treatment.
11. **Privacy:** I understand that the information I have provided overleaf in this application is necessary for the conduct of the Event and for the objects of SAI. I acknowledge and agree that the information will only be used by the Event Organiser to facilitate the conduct of the Event and future Events conducted by the Event Organiser and will only be provided to third parties to provide me with promotional material from Event sponsors and third parties. I understand that I will be able to access my information through SAI. If the information is not provided my entry may be rejected. I acknowledge that if I do not wish to receive promotional material from Event sponsors and third parties I must advise SAI in writing.
12. **Right to use image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge that such photographs and images are owned by SAI and that it may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event Organisers using my name, image, likeness and also my performance in the Event, at any time by any form of media, to promote the Event.
13. **Prevailing conditions:** I acknowledge and agree that:
 - a) the Event can and will be effected by the weather conditions; and
 - b) the Event Organiser cannot control the weather and that the weather conditions may change without warning;
 - c) there is an element of the "luck of the prevailing conditions" in undertaking the Event; and
 - d) If the Event is cancelled due to weather or other 'Act of God' conditions or other factors beyond the control of the Event Organiser, my entry fee shall be non-refundable.
14. **I have provided the information required.** I warrant that all information provided is true and correct.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application to enter the Event is successful I will be entitled to participate in the Event.

IMPORTANT MEMBER NOTES:

ENTRY TO LOCAL CONTEST WILL COST \$5.00 PER DIVISION. IF YOU HAVE NOT FULLY PAID YOUR MEMBERSHIP FEE YOU WILL BE UNABLE TO COMPETE IN THE EVENT.