



Y Rowing Centre Indemnity Form

RULES, POLICIES AND PROCESSES

1. APPLICATION

I hereby apply to participate in Rowing Activities. In consideration of Y Rowing and RV 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 and agree to be bound by the rules, policies and regulations of Y Rowing, RV and RA MEMBERSHIP

2. MEMBERSHIP

By virtue of my Y Rowing membership I will be a member of RV. I acknowledge my membership will allow me to compete in any duly authorised Rowing Activity in Australia and I acknowledge and agree that I will be bound by and agree to comply with the constitutions of the bodies of which I am a member, and the Rules and Policies.

3. WARNING AND ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

- a) 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, loss and damage, and 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.
- b) I fully appreciate the nature and extent of all risks involved 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 a Rowing Organisation, or otherwise.
- c) 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 (WA)).

4. FOREGOING RIGHTS UNDER RELEVANT LAW

I acknowledge and agree that I have been given notice under ANNEXURE A 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. INDEMNITY AND RELEASE

In consideration of the acceptance of me as a participant in Rowing Activities:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
- i) That I participate in Rowing Activities at my sole risk and responsibility.
 - ii) That I accept the venues as they stand with all or any defects hidden or exposed.
 - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials 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 negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees 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.

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.

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.

6. COMPETENCY

I declare that I am competent for my involvement in any Rowing Activities and if I am unable to meet the required competencies that I will advise my CSAR and RV in writing that I cannot meet the minimum standard.

7. MEDICAL

- a) 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 RV in writing of any change to my fitness and ability to participate. I understand and accept the Rowing Organisations and Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- b) I acknowledge and agree that if required, the Rowing Organisations and Indemnitees (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 the Rowing Organisations and/or Indemnitees and agree to meet all costs associated with such action.

Y Rowing centre membership indemnity form (Rules, Policies and Processes)

8. PRIVACY

I hereby consent to the collection of my personal information by the Rowing Organisation's in connection with my involvement in any Rowing Activity and the use and disclosure of my personal information by the Rowing Organisation's 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 a Rowing Organisation 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. PERSONAL HEALTH INFORMATION

I acknowledge, understand and agree that it may be necessary for RA to collect my personal health information (depending on the nature of my relationship with RA), and that the RA [Privacy Policy](#) governs how RA will collect, store and use the personal health information it collects from me.

If RV and/or Y Rowing receive, collect, store and use my personal health information, then the manner in which that information is received, collected and stored by RV and/or Y Rowing will be governed by the applicable Privacy Policy of RV and/or Y Rowing, or in the event that no such Privacy Policy exists, by the *Privacy Act 1988* (Cth).

10. RULES AND POLICIES

I acknowledge, understand, and agree that it is a condition of my membership and participation in the Rowing Activity that I agree to be bound by, and subject to, the Rules and Policies, and jurisdiction of RA and RV, and the Rowing Organisations of which I become a member. Copies of all RA and RV Rules and Policies are available from the RA and RV websites and or by contacting RA or RV direct. I agree to cooperate fully with any inquiry, or investigation, conducted 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.

11. PHOTOS/IMAGES

I acknowledge that RA, RV and CSAR may make, create, store, record, transmit, 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.

12. ANTI-DOPING

All participants are bound by the RA anti-doping policy and thus understand they may be subject to drug testing. Testing conducted by Sport Integrity Australia (SIA) is in accordance with *the Sport Integrity Australia Act 2020 (Commonwealth)* 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. Any participant infringing RA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

13. COMPLIANCE WITH LAWS

Members acknowledge, understand, and agree that it is as a condition of membership that members are required to comply with all Laws.

14. DEFINITIONS

In this application:

- a) "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.
- b) "CSAR" means any club, school, association, college, university or regatta committee that is affiliated with or approved by RV.
- c) "Indemnitees" means and includes the persons, organisations, and bodies corporate whose names appear in SCHEDULE 1.
- d) "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.
- e) "Y Rowing" is the local rowing club of which I am applying to become a member by agreeing to the terms set out in this document, and means Y Rowing Inc.
- f) "RV" means my local State or Territory rowing association, being Rowing Victoria.
- g) "RA" means Rowing Australia Limited.
- h) "State Controlling Body" (SCB) means a state or territory rowing association affiliated as a member of RA and includes RV.
- i) "Rowing Activity" means performing or participating in any capacity in any trial, event, regatta or activity run by a Rowing Organisation and "Rowing Activities" means any two or more of them.
- j) "Rowing Organisation" means and includes RA, SCB, CSAR and where the context so permits, their respective directors, officers, members, servants or agents.
- k) "Rules and Policies" means any rules, policies, regulations and codes governing my membership, or attendance at or participation in a Rowing Activity and includes without limitation RA's Whole of Sport Policies available at:
<https://www.rowingvictoria.asn.au/about/rulespolicies>

SCHEDULE 1

1. Rowing Australia
2. Rowing Victoria
3. Y Rowing
4. All other persons involved in the Organisation, conduct and promotion of the rowing activities or construction or location of the facilities used in connection with or otherwise related to the Rowing Activities.
5. Each of the respective officers, employees, servants, agents, sponsors, successors, and assignees of each of the above.

ANNEXURE A

Recreational services to which the Australian consumer Law (Commonwealth) applies.

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 the Rowing Organisation under or in connection with this agreement. I agree that the liability of the Rowing Organisations in relation to a recreational service for any:

- a) Death:
- b) Physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury); or
- c) Contraction, aggravation, or acceleration of a disease; or
- d) 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:
 - i) That is or may be harmful or disadvantageous to the individual or community; or
 - ii) 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.

FOR RECREATIONAL SERVICES PROVIDED IN VICTORIA

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

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. the Rowing Organisation) are required to ensure that the recreational services supplied to you-

- a) Are rendered with due care and skill; and
- b) Are reasonably fit for any purpose for which you, either expressly or by implication, make known to the supplier; and
- c) Might reasonably be expected to achieve any result you have made known to the supplier.

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.

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**.