



## MEMBERSHIP WAIVER TERMS AND CONDITIONS

In consideration of my application to enter the SCB Events, competitions and social gatherings being accepted I acknowledge and agree that:

**1. In this application and declaration:**

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SCB by any person entitled to make a claim under a relevant SCB insurance policy. "SCB" means Sapphire Coast Boardriders and includes its members and their respective directors, officers, members, servants or agents. I acknowledge that my application to become a member and enter into any event, competition and social gathering will be accepted upon notification to me by SCB.

**2. I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by SCB in respect to the conduct and management of the membership during but not limited to Events, competitions and social gatherings.**

**3. Warning:**

These Events, competitions and social gatherings can be inherently dangerous. I acknowledge that I am exposed to certain risks during these Events, competitions and social gatherings including but not limited to physical exertion, contact with surfboards equipment, body contact and surf, sea and weather conditions. 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 participating in these Events, competitions and social gatherings.

**4. Exclusion of implied terms:**

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 and services may be excluded. I acknowledge that these implied terms and rights and any liability of SCB 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 SCB will, at the discretion of SCB, be limited to the resupply of the services or the payment of the cost of having the services supplied again.

**5. Release & Indemnity:**

In consideration of SCB accepting my application to become a member and enter Events I:

(a) release and will release SCB from all Claims that I may have or may have had but for this release arising from or in connection with my participation in any Events; and

(b) indemnify and will keep indemnified SCB 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 any Event.

**6. Fitness to Participate:**

I have been strongly advised to undergo a physical check-up prior to participating in any Event and to present SCB with a medical clearance from my doctor. I declare that I am medically and physically fit and able to participate in any Event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SCB in writing of any change to my medical condition, fitness and ability to participate.

**7. Right to Use Image:**

I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation in any Event, competition and /or social gathering. I acknowledge and agree that such photographs and electronic images are owned by SCB and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to SCB using my name, image, likeness and also my performance in any Event, competition and social gathering at any time, by any form of media, to promote SCB or any Event, competition or social gathering

**8. Privacy:**

I understand that the information that I have provided on the entry form is necessary for my membership and participation in any Event, competition and/or social gathering. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of SCB. If the information is not provided my application

for membership and any participation in any Event, competition or social gathering may be rejected. I acknowledge that SCB may also use my personal information for the purposes of providing me with promotional material from SCB sponsors or third parties. I may advise SCB if I do not wish to receive any sponsor or third party material.

**9.** I have provided the information required and signed this form where indicated. I warrant that all information provided is true and correct. I acknowledge that this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SCB.

**10.** I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for entry to these Events, competitions or social gatherings is successful I will be entitled to participate in these Events, competitions and social gatherings.

*NOTE: Where the applicant is under 18 years of age, the applicant's parent or legal guardian must accept these terms and conditions on their behalf.*

*By accepting these terms and conditions the parent/guardian authorizes and consents to the applicant becoming a member and entering SCB Events, competitions and social gatherings. In consideration of the applicant's application for entry being accepted the parent/guardian expressly agrees to be responsible for the applicant's behavior and agrees to personally accept in capacity as parent or guardian the terms set out in this application and declaration including the provision by the parent/guardian of a release and indemnity in the terms set out above. In addition the parent/guardian agrees to be bound by and to comply with SCB membership for Events, competitions and social gathering rules, terms and conditions.*