

I hereby apply to attend an Event being scheduled by the Mornington Yacht Club. In so applying and in consideration of my application for the Event being accepted I acknowledge and agree that:

1. The "Organising Authority" means Mornington Yacht Club and its respective directors, officers, servants or agents responsible for offering the Event that I am seeking to enter or register for.

2. "Australian Sailing" for the purposes of this application and declaration means and includes Australian Sailing and its respective directors, officers, servants or agents.

3. "State Associations" means the state or territory yachting association and its respective directors, officers, servants or agents which is a constitutional member of Australian Sailing.

4. If accepted I will be permitted to attend the Event subject to complying with the terms and conditions of the Event including the Notice of Race and Sailing Instructions, this declaration and any reasonable direction issued by the Event organisers or their representatives.

5. The Event's Notice of Race and this declaration comprise a contract between me and the Organising Authority.

6. Warning: Participation in a sailing event can be inherently dangerous. Risks including but not limited to overexertion, equipment failure, dehydration, serious accidents, weather conditions, water quality and shark attack can and do happen which may result in me being personally injured or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Event. If required, the Organising Authority will arrange medical or hospital treatment (including ambulance transportation). I authorise such actions being taken by the Organising Authority where my further consent cannot be obtained and agree to meet all costs associated with such action.

7. Exclusion of Liability: Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my entry to the Event (if accepted) that the Organising Authority is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the Event.

8. Release and Indemnity: In consideration of the Organising Authority accepting my application for entry to the Event I:

(a) release and forever discharge the Organising Authority, Australian Sailing and its State Associations 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 hold harmless the Organising Authority, Australian Sailing and its State Associations to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Event arising as a result of or in connection with my participation in the Event.

9. In this clause 'Claims' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant Event or Organising Authority insurance policy.

10. Fitness to Participate: I declare that I am and must continue to be medically and physically fit and able to participate in the Event. Should I suffer from an allergy and/or require medical for a pre-existing condition I shall fully declare all necessary details to the Organiser. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify the Organising Authority in writing of any change to my fitness and ability to participate. I understand and accept that the Organising Authority will continue to rely upon this declaration as evidence of my fitness and ability to participate.

11. Privacy: I understand that the information I have provided is necessary for the conduct of the Event and for the Objects of Australian Sailing and its State Associations. I acknowledge and agree that the information provided will only be used by the Organising Authority, Australian Sailing and its State Associations to facilitate the conduct of the Event and promotion of future Events conducted by the Mornington Yacht Club, or Australian Sailing.

12. I acknowledge and consent to photographs and videos being taken of me during participation in Organising Authority activities and authorise the Organising Authority, Australian Sailing and its State Associations to use such photographs and videos for promotional or other sailing and boating development and marketing purposes without my further consent being obtained. Further, I consent to the Organising Authority, Australian Sailing and its State Associations using my name, image, likeness and performance in any Organising Authority, Australian Sailing or State Association activities, at any time, to promote the Organising Authority, Australian Sailing or its State Associations by any form of media.

13. I understand that I will be able to access my information through the Organising Authority.

14. I acknowledge that the Organising Authority and Australian Sailing may also use my personal information in accordance with the Australian Sailing Privacy Policy. I may advise Australian Sailing if I do not wish to receive information from Australian Sailing or any Australian Sailing sponsors or third parties.

15. Prevailing conditions: The Event and the conduct of, and participation in the Event will be affected by weather and associated conditions.

16. Given there is often an element of the 'luck of the prevailing conditions' in entering and competing in the Event I acknowledge and agree that the Event organisers cannot control weather and associated conditions.

17. Where the applicant for the Event is under 18 years of age the parent or guardian of the applicant expressly agrees to be responsible for the applicant's behaviour and agrees to personally accept the conditions set out above including the provision of a release and indemnity in the terms set out above.

## Code of Conduct

Australian Sailing places great value on the time and commitment all participants invest and will not accept behaviour which breach the Racing Rules of Sailing or the relevant Code of Conduct detailed in its Member Protection Policy. The key expectations are to:

- Encourage participants to play by the rules and respect the official's decisions and that of the Event or event organiser;
- Abide by the law;
- Appreciate good performances and the skill of all participants;
- Support all efforts to remove verbal and physical abuse from activities; and
- Respect the rights, dignity and worth of every participant regardless of their gender, ability, cultural background or religion.

## Refund Policy

Unless otherwise specified by the Organising Authority if an individual cancels their participation in the Event, then the refund policy is set out below:

- Notice period of Cancellation – Before 1st February 2020 1700, 100% refund of the Event fee
- Notice period of Cancellation – After 1st February 2020 and before 1700hrs on 8th February 2020: 50% refund of the Event fee
- Notice period of Cancellation – 8th February 2020, or failure to attend: No refund
- The Notice period of Cancellation for the Event is prior to the first session of the Event. Once the Event has commenced you cannot cancel your participation and you will be liable for the entire fee whether you attend all or some Events only part(s) of the Event.

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.