



PARTICIPANT DECLARATION

By participating in a Program held by the Organisers, I acknowledge, understand and agree that:

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| <ol style="list-style-type: none">1. "Organisers" for the purposes of this declaration means Sydney Surf Club and includes, where the context so permits, Surfing Australia ("SA"), SA affiliated state surfing associations and their respective directors, officers, members, servants or agents.2. Warning: Participating in any program hosted by Sydney Surf Club can be inherently dangerous. I understand the nature and requirements of the program and acknowledge that serious accidents can and often do happen which may result in me being seriously injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.3. Physical Fitness: I must not participate in any program if I have any injury, disability, medical or health condition that may increase the risk of me becoming injured unless I have told Sydney Surf Club about it and they have authorised me to participate. I declare that I am medically and physically fit and able to participate in any program and I will immediately notify Sydney Surf Club of any change to my fitness and ability to participate. I understand and accept that Sydney Surf Club will continue to rely on this declaration as evidence of my fitness and ability to participate.4. Instructions: I will at all times comply with the instructions and safety procedures of Sydney Surf Club.5. Medical Treatment: If required, Sydney Surf Club will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by Sydney Surf Club and agree to meet all costs associated with such action. | <ol style="list-style-type: none">1. Release & Indemnity: My participation in any program hosted by Sydney Surf Club is entirely at my own risk and I agree to:<ol style="list-style-type: none">(a) release and forever discharge Sydney Surf Club from all liability and Claims that I may have or may have had but for this release arising from or in connection with my participation in the program;(b) indemnify and hold harmless Sydney Surf Club to the extent permitted by law in respect of any claim by any person including but not only another participant in the program arising as a result of or in connection with my participation in the Program.<p>In this clause 6 "Ccaims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising (including negligence, trespass to the person or for breach of implied terms in the sale of services under section 74 of the Trade Practices Act (1974) Cth and equivalent provisions contained in State sale of goods or fair trading legislation).</p><ol style="list-style-type: none">1. Identity: Photographic and or visual images taken by Sydney Surf Club of my participation in any program may be used for general promotion of Sydney Surf Club activities.2. Privacy: I understand that the information provided by me in this form is necessary for the operation of Sydney Surf Club and any program they host. I acknowledge and agree that the information will only be used for the objects of Sydney Surf Club and to provide me with information pertaining to the program and Sydney Surf Club activities. I understand that I will be able to access my information through Sydney Surf Club upon request. If the information is not provided, I might not be permitted to participate in the program. |
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