

SNSW Individual Membership Terms and Conditions 16.12.24

The following terms and conditions must be read carefully. In consideration of your, or the person on whose behalf you are acting's, application for membership being accepted you acknowledge and agree to the terms and conditions set out below.

1. **Definitions:** in these terms and conditions:

"**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Surfing Activities. However, Claim does not include a claim against SNSW, the Club or SA under any right expressly conferred by the constitution or regulations of SNSW or the Club (other than a claim for death, personal injury or property damage).

"**Club**" means an affiliated boardriders club (defined as "Affiliated Club" in the SNSW constitution) for which you have applied to become a member in this membership application and to which these terms and conditions apply, such club being one of the entities listed in Annexure A to these terms and conditions.

"**SA**" means Surfing Australia Limited (ABN 91 828 043 399).

"**SNSW**" means Surfing NSW Inc (ABN 72 975 271 258).

"**Surfing Activities**" means performing or participating in any capacity, including as a member, in any authorised or recognised Surfing Organisation activity.

"**Surfing Organisation**" means and includes SNSW, the Club and SA, and where the context so permits, their respective directors, officers, members, servants or agents.

"**You**" or "**you**" includes, as the case may be:

- i) you personally, if this application is lodged by you on your own behalf; and/or
- ii) each of the person or persons on whose behalf you are lodging this membership application; and/or
- iii) where any of the above individuals are less than 18 years of age, each of their parents/guardians.

2. **Rules of membership and participation:** By agreeing to these terms and conditions, you will become a member of the nominated Club, SNSW and SA. You acknowledge, agree and consent to becoming a member of these Surfing Organisations. Upon becoming a member of the relevant Club, SNSW and SA, each of the Surfing Organisations' constitutions will comprise a contract between you and the relevant Surfing Organisation and you will be bound by it and such by-laws, policies and codes of conduct such Surfing Organisation determines to be applicable from time to time, including the National Integrity Framework (as amended from time to time). You agree you are bound to each subsequent amended version of the Surfing Organisations' constitution, by-laws, policies and codes of conduct and are bound to each for the entirety of the duration of your period of membership of the Surfing Organisations. You shall submit to any disciplinary measures taken against you and shall take any appeals and litigation before the authorities provided for in the relevant constitutions and by-laws. You will pay on demand the prescribed or stated fees for the Surfing Activities and/or for affiliation with the Surfing Organisations. Such fees may be notified to you verbally, in writing or by notice displayed in the relevant Surfing Organisation's premises.

3. **Risk Warning and Waiver:** Your participation in the recreational activities supplied by the Surfing Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Surfing Activities, and accidents can and often do happen which may result in personal injury, death or property damage. **You acknowledge and agree that these risks** include, but are not limited to:

- i) physical injuries resulting from participating in Surfing Activities including from:
 - a) colliding with another participant;
 - b) cramps
 - c) incorrect technique or performance;
 - d) equipment breaking or not functioning correctly or being hit by equipment;
 - e) falling off the surfboard and hitting the water, equipment, reefs or another participant;
 - f) being hit by the surfboard;
 - g) dangerous weather conditions;
 - h) dangerous and unpredictable surf and tide conditions, including injuries caused by unpredictable waves;
 - i) sharks or other sea creatures; and
 - j) extreme heat and sun conditions; and
- ii) the risks arising from or connected with the "prevailing conditions" referred to in paragraph 14 below.

4. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By agreeing to these terms and

conditions, you acknowledge, agree, and understand that participation in the recreational services provided by the Surfing Organisations may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with and for the purposes of the relevant legislation, including the *Civil Liability Act 2002* (NSW). This 'risk warning' is given by and on behalf of each of the entities, organisations and persons identified as the Surfing Organisations in paragraph 1 above.

5. **Waiver:** A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you agree to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

6. **For recreational services or recreational activities to which the *Australian Consumer Law* (Commonwealth) and (New South Wales) applies:** By agreeing to these terms and conditions, you agree that the liability of the Surfing Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) for any:

- i) death;
- ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- iii) the contraction, aggravation or acceleration of a disease; or
- iv) the 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:

(A) that is or may be harmful or disadvantageous to you or the community; or

(B) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or any guarantee under the *Australian Consumer Law* that any services will be provided with due care and skill is hereby excluded.

7. **Release & Indemnity:** In consideration of the Surfing Organisations accepting your membership application you, to the extent permitted by law:

- i) release and forever discharge the Surfing Organisations from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with you undertaking the Surfing Activities, whether caused by the negligence or breach of contract by the Surfing Organisations or in any other manner whatsoever; and
- ii) release and indemnify the Surfing Organisations against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - (A) the negligence or breach of contract by the Surfing Organisations or in any other manner whatsoever; or
 - (B) any breach by you of the warranties given in paragraphs 10(i)-(iv),

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Surfing Organisations.

8. **Further Release and Indemnity:** In consideration of the Surfing Organisations accepting your membership application you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless the Surfing Organisations in respect of any Claim by any person:

- i) arising as a result of or in connection with your membership or undertaking the Surfing Activities, whether caused by the negligence or breach of contract by the Surfing Organisations or in any other manner whatsoever; and
- ii) against the Surfing Organisations in respect of any injury, loss or damage arising out of or in connection with your failure to comply with a Surfing Organisation's rules and/or directions, whether caused by the negligence or breach of contract by any one or more of the Surfing Organisations or in any other manner whatsoever; and
- iii) arising out of or connected with any breach by you of the warranties given in paragraphs 10(i)-(iv),

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Surfing Organisations.

9. **Insurance:** You acknowledge and agree that one or more of SNSW, the Club or SA has arranged some limited

insurance coverage that may provide you with some protection for loss, damage or injury that you may suffer during your participation in Surfing Activities. However, you acknowledge and agree that any insurance taken out by NSW, the Club or SA may not provide full indemnity for loss, damage or injury that you may suffer during your participation in Surfing Activities and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your responsibility, and you will arrange any additional coverage at your expense after taking into account NSW, the Club and SA's insurance arrangements and your own circumstances.

10. **Medical Conditions:** You warrant that prior to undertaking any Surfing Activities you:

- i) are and must continue to be medically and physically fit and able to undertake and participate in the Surfing Activities;
- ii) are not a danger to yourself or to the health and safety of others;
- iii) have not at suffered regular or repeated blackouts, seizures, convulsions, fainting or dizzy spells; and
- iv) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in a surfing event, series or competition including participating in Surfing Activities.

You agree to report any accidents, injuries, loss or damage you suffer during any Surfing Activities to the Surfing Organisation conducting the relevant Surfing Activity before you leave any relevant venue. You acknowledge that if any of the warranties you make under this paragraph 10, including those in subclauses (i)-(iv), can no longer be made by you on the date you undertake the Surfing Activities, you must inform the Surfing Organisations on arrival and before you participate in any Surfing Activity.

11. **Consent to Medical Treatment:** If you suffer any injury or illness, you agree that a relevant Surfing Organisation may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse the relevant Surfing Organisation for any costs or expenses incurred in providing such medical treatment.

12. **Exclusion of Applicant:** You warrant that you have not at any time been excluded from Surfing Activities by a medical practitioner or any person or entity including but not limited to a Surfing Organisation. You acknowledge and agree that a Surfing Organisation may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking any Surfing Activities.

13. **Safety:** You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in Surfing Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by and/or directions of any Surfing Organisation in connection with any Surfing Activities. If you fail to comply with the rules and/or directions of any relevant Surfing Organisation, you will not be permitted to participate or to continue to participate in the Surfing Activities and no refund will be given.

14. **Prevailing conditions** - You acknowledge and agree that:

- i) some Surfing Activities may be affected by the weather which may change without warning including extreme heat, lightning or other weather event; and
- ii) in such activities, there can be an element of the "luck of the prevailing conditions" when undertaking the Surfing Activities over which the Surfing Organisations have no control.

15. **Surfing Activity done at your own Risk** - Undertaking the Surfing Activities carried on by a Surfing Organisation or organised by any of the Surfing Organisations may only be done on the distinct understanding that you are doing so entirely at your own risk.

16. **Acceptance:** Performance of a Surfing Organisation's obligations under the contract may be effected by any one or more of the providers of the Surfing Activities either jointly or severally.

17. **Bar to proceedings:** A Surfing Organisation may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against a Surfing Organisation, you:

- i) will commence those proceedings in the courts of New South Wales;
- ii) waive any right to object to the exercise of such jurisdiction;
- iii) will, where you seek to commence proceedings in another jurisdiction other than New South Wales, consent (if required by a Surfing Organisation) to move those proceedings to New South Wales including consenting to any application made by a Surfing Organisation to remove the proceedings to New South Wales;
- iv) will pay the costs of any application made by any one or more Surfing Organisation under paragraph (iii) above and will consent to any application for security of costs made at any time by any one or more Surfing Organisation; and
- v) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of any Surfing Organisation where the Surfing Organisation(s) successfully defend the proceedings.

18. **Use of Image:** You acknowledge and consent to photographs and electronic images being taken of you during

your participation in Surfing Activities. You acknowledge and agree that such photographs and electronic images are owned by the relevant Surfing Organisation and the Surfing Organisation may use the photographs for promotional or other purposes without your further consent being necessary.

19. **Privacy:** You understand that the personal information you have provided in your membership application is collected, used and disclosed in accordance with the privacy policy of the applicable Surfing Organisation as determined by a Surfing Organisation from time to time (available from [SNSW Privacy Policy](#)) and is necessary for the conduct and management of the Surfing Activities and other related activities across New South Wales and Australia by the Surfing Organisations. You acknowledge that each of the Surfing Organisations may use or disclose your personal information for the purposes of providing you with member services or promotional material; for direct marketing; or otherwise at the discretion of the relevant Surfing Organisation. SNSW, the Club and SA may share your information with third parties such as one or more of the other Surfing Organisations, affiliates and other organisations involved in Surfing Activities such as other surfing member states, organisations involved in other related activities in New South Wales or Australia; companies engaged by SNSW, the Club or SA to carry out functions and activities on their behalf including direct marketing; SNSW's, the Club or SA's professional advisers, including accountants, auditors and lawyers and insurers; however your information is not generally disclosed to anyone outside Australia. One or more of SNSW, the Club or SA may publish your name and results from any event, series or competition in official programs, newsletters and websites. You understand that if you wish to access and request correction of your personal information held by SNSW, the Club or SA, or make a complaint about the handling of your personal information, you should contact the organisation that handled your personal information. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from SNSW, the Club or SA's sponsors and third parties you must advise the relevant organisation in writing or via the opt-out procedures provided in the relevant communication.
20. **Non-transferable:** A right to be a member of a Surfing Organisation (if granted) is non-transferable to other people. Any attempt to transfer to another person without the knowledge of the Surfing Organisation may result in the cancellation of any rights granted by the Surfing Organisation without refund and you may not be permitted to participate in further Surfing Activities or programs. You also accept that fees paid for membership of a Surfing Organisation are non-refundable.
21. **Entire agreement:** These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to the Surfing Activities and supersedes all other agreements, understandings and representations and negotiations with any Surfing Organisation in relation to the Surfing Activities. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
22. **Governing Law:** The governing law of these terms and conditions is the law of the State of New South Wales. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales and waive any right to object to the exercise of such jurisdiction.
23. **Warranty:** You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you amend this application it may be null and void and may not be accepted by the Surfing Organisation.
24. **Statement of Understanding:** You have read, or have had read to you the above conditions and having understood the same, you consent to the activities proposed.

ANNEXURE A

Surfing NSW Affiliated Clubs

All Girls Surfriders Club - Lennox Head

Angourie Boardriders Club

Association of Veteran Surfers Hunter Central Coast

Association of Veteran Surfers Sydney

Avoca Boardriders

Bar Reef Boardriders

Bay Area Boardriders

Black Head Longboarders

Black Rocks Boardriders Club Inc.

Bondi Boardriders

Bondi Girls Surfriders

Bondi Longboard Club

Boomerang Beach Boardriders

Bronte Boardriders

Broulee Boardriders Inc

Bungan Boardriders Incorporated

Byron Bay Boardriders

Byron Bay Malibu Club

Cabarita Boardriders Club

Cabarita Longboard Club

Camden Haven Junior Boardriders

Catherine Hill Bay Boardriders Club

Central Coast Malibu Boardriders

Club Malnutrition Longboarders Inc

Coal Coast Bodyboard Club

Coffs Coast Bodyboarding Association

Coffs Harbour Boardriders

Coogee Boardriders

Crescent Head Boardriders

Cronulla Girls Boardriders

Cronulla Point Boardriders

Cronulla Sharks Boardriders Club

Culburra Beach Boardriders

Curly United Boardriders Association

Dalmeny Boardriders
Dee Why Surfing Fraternity
Diamond Beach Boardriders Club
Dudley Boardriders
East Corrimal Boardriders
East End Boardriders
EBC Cronulla Inc.
Evans Head Malibu Club Inc
Fingal Head Boardriders
Forresters Beach Boardriders Inc.
Forster Bodyboarding Club
Forster Tuncurry Boardriders Inc. (FBI)
Frazer Park Boardriders
Frenchmans Boardriders
Freshwater Boardriders
Freshwater Longboard Club
Garie Boardriders Inc.
Girls Boardrider Fraternity
Goats Creek Longboarders
GRUBS Grommet Umina Boardriders
Half Tide Boardriders
Headlanders Bodyboarding Club
Husky SUP Club
Jones Beach Boardriders
Kingscliff Boardriders Club
KSNSW
Le-Ba Boardriders
Leggy Point Boardriders Inc.
Long Reef Boardriders (LRSA)
Macs Own Boardriders Club Inc.
Mal De Mer Longriders Club Inc
Malua Boardriders Inc
Manly Malibu Boardriders Club
Maroubra Surfers Association
Maroubra United - (No \$ surfing Membership)
Merewether Surfboard Club Inc

Mid North Coast Girls Surfriders
Mona Vale Boardriders Club Inc
Naru Surf Gatherings
NCCB
Newcastle Bodyboarding Club
Newcastle SUP Club Inc.
Newport Plus Boardriders
Newy Boardriders Club Inc
Norah Head Surfing Fraternity Inc.
Norah Head Women in the Waves Inc
North Avalon Surfriders Assoc. (NASA)
North Avoca
North Cronulla Junior Boardriders Club
North Curl Curl Longboard Club Inc
North Haven Boardriders CLub
North Maroubra Surf Riders
North Narrabeen Boardriders Club
North Shelly Boardriders
North Steyne Boardriders
Northern Beaches Bodysurfers
Northern Beaches Para Surfer Boardriders Club
Northside Boardriders Inc
Ocean Beach Malibu Club Inc.
Point Plomer Malibu Club
Port Kembla Boardriders
Port Kembla Loggers
Port Macquarie Bodyboard Association
Port Macquarie Surfboard Riders Club
Port Stephens District Bodyboarders
Port Stephens Longboarding Community
Queenscliff Boardriders Club
Redhead Boardriders Club Incorporated
Reef Riders Malibu Club
Saltwater Boardriders Inc
Saltwater Malibu Club
Sandon Point Boardriders

Sandshoes Boardriders Club
Sapphire Coast Boardriders
Sawtell Boardriders
Scarborough Boardriders
Scotts Head Boardriders Inc
She and The Sea Boardriders
Shelly Beach Malibu Club
Southbridge Boardriders
Southend Boardriders Maroubra Inc
Steel City Malibu Club
Surf Club Byron Bay
Sydney Adaptive Boardriders Club Inc
Sydney Bodyboard Club
Sydney Kneeboard Club
Sydney Paddle Surfing Club
Sydney Surf Club
Tafe NSW
Tathra Sunshine Club Boardriders
Ulladulla Boardriders Inc.
Umina Boardriders
Wallarah Longboard Club
Wamberal Express Boardriders
Warriewood Boardriders
WASP INC (Woolgoolga Boardriders Club)
Werri Beach Boardriders Club
Windang Boardriders
Wollongong Bodyboard Club Inc
Woonona Boardriders Club

PLEASE NOTE THE FOLLOWING:

If the *Competition and Consumer Act 2010 (Cth)*, *Civil Liability Act 2002 (NSW)* or *Australian Consumer Law (New South Wales)* operate so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, or the liability of the Surfing Organisations for failing to comply with a statutory guarantee under the *Australian Consumer Law* that services will be provided with due care and skill, then the liability of the Surfing Organisations for breach of the warranties or for the failure to comply is limited to:

- (i) the re-supply of the Surfing Activities and related activities; or
- (ii) the payment of the cost of having the Surfing Activities and related activities supplied again.

In order to proceed, you must have read and agreed to these terms and conditions of membership. By ticking the box below, you agree that if your application for membership is accepted, you will be bound by these terms and conditions.



I agree that I have read, understood, acknowledge and agree to the terms and conditions of membership, both on my behalf and on behalf of any person for whom I am lodging this application.

If the applicant is under 18 years of age, the following must be agreed to by the applicant's parent or guardian:



I am the parent or guardian of the applicant and authorise and consent to the applicant undertaking the Surfing Activities. I agree to accept in my capacity as parent or guardian, the terms set out in this membership application.