

# **PORT ADELAIDE ROWING CLUB INC.**

## **MEMBERSHIP CONDITIONS, WAIVER AND RELEASE**

### **Active Members**

- 1 For Active Members
  - 1.1 I agree to maintain a high standard of sportsmanship, to abide by the Rowing Australia Code of Conduct as either an athlete or coach and to submit to drug testing if required.
  - 1.2 I acknowledge my liability to pay any Rowing South Australia fine incurred by the PARC if such fine is incurred through my actions.
  - 1.3 I acknowledge that my personal equipment is transported and stored at my risk and that the PARC accepts no responsibility for damage to any of my personal belongings or equipment.
  - 1.4 I acknowledge that participating in the sport of rowing is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. I acknowledge that the risks include, but are not limited to, pollution; temperatures; water currents; weather hazards; shipping; bridge, ship and wharf construction and repair; condition of equipment; lack of hydration; and actions of other participants, coaches, officials and spectators. I hereby assume the risks of participating in the sport of rowing.
  - 1.5 I certify that I am physically fit to row and have adequately trained for participation in the sport of rowing and do not have a physical or intellectual impairment that may make my participation unsafe for myself or others.
  - 1.6 I certify that I can swim 100m clothed and that I will pay attention to the weather, water, shipping and harbour conditions and ensure I have a viable plan to save myself should my boat capsize.
  - 1.7 I attach a list of relevant medical conditions from which I suffer, the name of my doctor, and next of kin; and for which I consent to receiving emergency medical treatment if required during my participation in any activity as a PARC member (subject to clause 7 below). I understand that the Committee will respect the confidentiality of this information.

### **Equipment and Access**

- 2 I understand that boat racks are available for annual hire at the PARC premises for individual members to store their sculls and oars, at the discretion and with the written approval of the PARC committee on the terms and conditions it sees fit and upon payment in full of the annual member boat rack hire fee set from time to time by the PARC committee. Applications should be made in writing to the Club Captain.
- 3 I understand that access to keys to the PARC premises is at the discretion of the PARC Committee.

- 4 I acknowledge that the use of all boats and rowing equipment will be at the discretion of the Captain, and that preference and priority will usually be given to approved competitive crews and to rowers participating in club training programs.
- 5 I acknowledge that, at the discretion of the PARC Committee, I may be held liable for the cost of repair or replacement of boats, oars, or equipment to the extent that it arose from my acts or omissions and I agree to pay any such cost.

## **Membership**

- 6 I agree to pay the annual membership fee (as set out in the application/renewal form) in full before 1 April each year unless the PARC committee has, in writing, approved otherwise. I will not be entitled to the benefits of membership including the use of the PARC facilities if payment is not received in full by that date or, if a different payment arrangement has been unanimously approved by the PARC committee, in accordance with that arrangement.
- 7 I acknowledge that all membership applications and renewals are subject to the approval of the PARC committee and that an initial membership application must be supported by a nomination from a current PARC member that is seconded by another current PARC member.
- 8 In the event of a medical emergency, I understand that PARC's sole responsibility is to call an ambulance within a reasonable time of being notified that emergency medical treatment is required and I acknowledge that PARC and its members have no responsibility to administer medical treatment to me.
- 9 I agree to be bound and to abide by the rules, policies and codes of conduct of PARC in place from time to time.
- 10 I acknowledge that as a member of the PARC I am expected to help with the social activities, fundraising, upkeep and cleanliness of the club.
- 11 I understand that my membership may be terminated by the PARC committee if I fail to pay any outstanding accounts with the PARC, am found by the committee to have knowingly disregarded or contravened PARC rules or codes of conduct, or am found by the committee to have behaved in an unsporting way, in an otherwise threatening, harassing or offensive way towards other members or in a way that harms or presents a risk of harm to the club's reputation or property.
- 12 I, my heirs, executors and administrators hereby waive all and any claim, right or cause of action which I or they may have for, or arising out of, injury, death, damage or loss of any description whatsoever which I may suffer in the course of my membership with the PARC and participation as a member of the PARC in the sport of rowing or in using the gym equipment.

## **FORM 1 - RECREATIONAL SERVICES - EXCLUSION OF YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW**

### **Your rights**

- 1 Under section 60 and 61 of the Australian Consumer Law (SA), if a person in trade and commerce supplies you with services (including recreational services), there is:
  - 1.1 a statutory guarantee that those services will be rendered with due care and skill; and
  - 1.2 a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
  - 1.3 a statutory guarantee that those services, and any product resulting from those services, will be of such nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

### **Excluding your rights**

- 2 Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).
- 3 If you sign this form, you will be agreeing to exclude the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

### **Important**

- 4 You do not have to agree to exclude your rights by signing this form.
- 5 The supplier may refuse to provide you with the services if you do not agree to exclude your rights by signing this form.
- 6 Even if you sign this form, you may still have further legal rights against supplier.
- 7 A child under the age of 18 cannot legally agree to exclude his or her rights.
- 8 A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude the child's rights.

### **Definitions**

- 9 Recreational services are services that consist of participation in:
  - 9.1 a sporting activity or similar leisure-time pursuit; or
  - 9.2 any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

10 Personal injury is bodily injury and includes mental and nervous shock and death.

### **Further information**

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

### **Agreement to exclude your rights**

I agree that the liability of PORT ADELAIDE ROWING CLUB INC. for any personal injury that may result from the supply of the recreational services that may be suffered by me ( or a person for whom or on whose behalf I am acquiring the services) is – EXCLUDED.

Member/applicant

Name .....

Signed .....

Dated .....

Witness

Name .....

Signed .....

Dated .....