

I hereby apply for entry to participate in this Paddle Australia (PA) Sanctioned Event. In so applying and in consideration of my application for entry to the Event being accepted, I acknowledge and agree that:

1. In this Event declaration:

Claim means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence.

Commercial Provider Member means the instructors, guides and coaches who are operating commercially and who have purchased a Paddle Australia Commercial Provider Membership

Event means an organised competition or paddling activity conducted by a Paddling Organisation.

Member State has the same meaning as in the PA constitution.

PA means Paddle Australia Limited.

Paddling Organisation means and includes PA, Member States, affiliated canoeing, kayaking or paddling clubs, Commercial Provider Members and where the context so permits, their respective directors, officers, members, servants or agents.

PA Rules means the Rules, Bylaws and Policies of PA including any code of conduct, the terms and conditions of the Event and the Rules of the Paddling Organisation.

2. **If my application is accepted, I will be permitted to enter and participate in the Event** subject to my complying with the PA Rules, this declaration and any reasonable direction issued by the Paddling Organisation or their representatives.
3. **Insurance is in place if I am a member of a Paddling Organisation, I have paid the PA/State Non-Member Single Event Fee for the event or if I am participating in an event that PA determines does not require a PA/State Non-Member Single Event Fee.** This insurance provides limited cover to me whilst I am participating in the Event. I understand that this insurance may not cover me for all injury, loss or damage sustained by me and that I can, in my own interests, seek and obtain personal insurances over and above the cover provided by PA.
4. **The PA Rules and this declaration comprise a contract** between the Paddling Organisation and me. I acknowledge and agree it is necessary and reasonable for promoting and conducting the Event.
5. **Warning.** Participation in the Event can be inherently dangerous. I understand that I am exposed to certain risks during the Event, including but not limited to:
 - (a) over exertion;
 - (b) equipment failure;
 - (c) dehydration;
 - (d) hyperthermia;

- (e) weather conditions;
- (f) water quality;
- (g) other participants acting dangerously or with a lack of skill;
- (h) conditions that may be hazardous and that may vary without warning or predictability;
- (i) organisers, officials, watercourse owners/operators and any agents or representatives of any of them, in charge of the Event, being obliged to make decisions under pressure of time and/or events; and
- (j) a lack of adequate facilities for treatment or transport if I suffer injury.

I acknowledge and accept that accidents can happen which may result in me being physically or mentally injured, impaired, maimed or even killed, or my property being damaged, lost or destroyed. I further acknowledge and accept that any policy of insurance of, or in respect of, my life or physical or mental health may be voided because of my participation in the Event. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

6. **Exclusion of Implied Terms.** I acknowledge that where in respect of the Event 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 or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Paddling Organisations (or any of them) 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 the Paddling Organisation will, at the discretion of the relevant Paddling Organisation, be limited to the resupply of the services or payment of the cost of having the services supplied again.
7. **Release and Indemnity.** In consideration of the Paddling Organisation accepting my application for entry to the Event I, to the extent permitted by law:
- (a) release and will release the Paddling Organisation from all Claims that I may have or may have had but for this release arising from or in connection with the Event and/or my participation in the Event; and
 - (b) indemnify and will keep indemnified the Paddling Organisation in respect of any Claim by any person arising as a result of or in connection with the Event and/or my participation in the Event.
8. **Fitness to Participate:** I declare that I am medically, mentally and physically fit and able to participate in the Event. I will immediately notify a Paddling Organisation in writing of any change to my medical condition, fitness or ability to participate in the Event. I understand and accept that a Paddling Organisation will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Event.
9. **Medical Treatment:** I consent to receiving any medical treatment that a Paddling Organisation reasonably considers necessary or desirable for me during my participation in the Event if I am unable to make a rational decision about my consent to any medical treatment that I may require. I also agree to reimburse the relevant Paddling Organisation for any costs or expenses incurred in providing me with medical treatment.

10. **Privacy:** I understand and agree that any information I have provided in my Event application will be disclosed to the Paddling Organisation and will only be used in accordance with the PA Privacy Policy for the objects of Paddling Organisations' business and to facilitate the conduct of the Event and other events conducted by PA and/or other Paddling Organisations. I understand that I will be able to access the information directly through PA. If the information is not provided, my Event application may be rejected.

I acknowledge that Paddling Organisations may also use my information for the purposes of providing me with promotional material from Paddling Organisations' sponsors or third parties. I may advise PA if I do not wish to receive such material from any Paddling Organisation, sponsor or third party.

11. **Right to Use Image.** I acknowledge and consent to photographs and electronic images being taken of me during the Event. I expressly waive any rights I hold or may hold in such images and acknowledge and agree that such photographs and electronic images are owned by PA and that the Paddling Organisation may use the photographs for promotional or other purposes without my further consent being necessary. I consent to PA and the Paddling Organisation using my name, image, likeness and my performance in the Event, at any time, by any form of media, to promote the Event, PA and the Paddling Organisation.

12. **Prevailing Conditions.** The Event and the conduct of, and participation in, the Event will be affected by weather and associated conditions and may also be affected by other events or actions beyond the reasonable control of the Paddling Organisation. Given there is often an element of the 'luck of the prevailing conditions' in entering and competing in the Event I acknowledge and agree:

- a) the Paddling Organisation cannot control the weather and associated conditions; and
- b) that, in circumstances where the weather is extreme or dangerous or the Event or part of it cannot proceed due to events or actions beyond the control of the Paddling Organisation, the Paddling Organisation may cancel the Event or part of it, whereupon I will not be entitled to any refund or compensation.

13. **Severance.** If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, to be valid and enforceable. If the phrase or clause cannot be so read down, it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this event declaration or affect the validity or enforceability of it in any other jurisdiction.

14. **Governing Law.** This declaration is governed by and construed in accordance with the law of the State of New South Wales and the parties irrevocably submit to the jurisdiction of the courts of that State.

15. **I have provided the information required above** and I warrant that all information provided is true and correct. I acknowledge this declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by PA.

16. If the applicant for the Event has not yet reached the age of 18 years, or requires a guardian, I, the parent or guardian of the applicant authorise and consent to the applicant applying to enter and participating in the Event if the application is accepted.

I have read, understood, acknowledge and agree to the above declaration including the warning, potential non-refund of entry fees for force majeure or adverse weather events, 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.

Where the applicant is under 18 years of age the terms and conditions of this document must also be confirmed by the applicant's parent or legal guardian.

I am **the parent or guardian** of the applicant. In consideration of the applicant's entry to the Event being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept, in my capacity as parent or guardian, the terms set out in this declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the Event rules and this declaration.