

# **Dragon Boats NSW Inc.**

(Incorporated under the Associations Incorporation Act, 1984)  
(Registered Number: Y2086230)  
(ABN 31 936 733 882)



## **DRAGON BOATS NSW INCORPORATED PARTICIPANT DECLARATION – 2009/10 Grafton Dragon Boat Festival Sunday 24<sup>th</sup> October 2010**

All individuals listed overleaf hereby apply to participate in the Sport as governed by DBNSW. The individual declaration reads:

In consideration of my application for participation being accepted I **acknowledge and agree** that:

1. In this participant declaration:
  - "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a DBNSW under any right expressly conferred by its constitution or regulation.
  - "**DBNSW**" means Dragon Boats NSW Incorporated and, where the context so permits, its respective directors, officers, members, servants or agents.
  - "**Sport**" means the sport of dragon boat racing.
  - "**Sporting Activities**" means performing or participating in the Sport in any capacity which includes, but is not limited to, participation in training, competitions, coaching or as an official.
2. **If my application for participation is accepted**, I acknowledge that I will be bound by and agree to comply with the rules applying to the Sporting Activities and the constitution, regulations, policies and directions of DBNSW.
3. **Warning:** The Sporting Activities are inherently dangerous. I acknowledge that I am exposed to certain risks during Sporting Activities and that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Sporting Activities.
4. **Exclusion of Implied Terms:** I acknowledge that where 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 DBNSW flowing from them, are expressly excluded to the extent possible by law, by this participant declaration. To the extent of any liability arising, the liability of DBNSW will, at the discretion of the relevant DBNSW, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.
5. **Release and Indemnity:** In consideration of DBNSW accepting my application for participation I, to the extent permitted by law:
  - (a) release and will release DBNSW from all Claims that I may have or may have had but for this release arising from or in connection with my participation in any Sporting Activities; and
  - (b) indemnify and will keep indemnified DBNSW in respect of any Claim by any person arising as a result of or in connection with my participation in any Sporting Activities.
6. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in the Sporting Activities. I will immediately notify DBNSW in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that DBNSW will continue to rely upon this declaration as evidence of my fitness and ability to participate.

7. **Medical Treatment:** I consent to receiving any medical treatment that the DBNSW reasonably considers necessary or desirable for me during my participation in Sporting Activities. I also agree to reimburse the relevant DBNSW for any costs or expenses incurred in providing me with medical treatment.
8. **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Sporting Activities. I acknowledge and agree that such photographs and electronic images are owned by DBNSW and it may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to DBNSW using my name, image, likeness and also my performance in the Sporting Activities, at any time, by any form of media, to promote the Sporting Activities.
9. **Privacy:** I understand that the information I have provided in this participation declaration is necessary for the objects of DBNSW. I acknowledge and agree that the information will be disclosed by DBNSW only to pursue its objects and general business. I understand that I will be able to access the information on request. If the information is not provided my membership application may be rejected. I acknowledge that DBNSW may also use my personal information for the purposes of providing me with promotional material from DBNSW's sponsors or third parties. I may advise DBNSW if I do not wish to receive any sponsor or third party promotional material.
10. **Severance:** If any provision of this participation 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, so as 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 membership declaration or affect the validity or enforceability of it in any other jurisdiction.
11. **I have provided the information required and signed this membership declaration.** I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it, my application will be null and void. It cannot be accepted by DBNSW.

**I have read, understood, acknowledge and agree** to the above terms including the warning, exclusion of implied terms, release and indemnity.

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Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian.

As a **parent or guardian** of the applicant. I authorise and consent to the applicant undertaking the Sporting Activities. In consideration of the applicant's participation being accepted by DBNSW, 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 participant 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 DBNSW's constitution and any regulations and policies made under it.

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**Each participant is to complete and sign overleaf to accept these terms.**

