

# PADDLE MELBOURNE



## Event Waiver

I hereby apply for entry to participate in this Paddle Melbourne 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.

**Event** means an organised competition or paddling activity conducted by Paddle Melbourne.

**Paddle Australia Rules** means the Rules, Bylaws and Policies of Paddle Australia including any code of conduct, the terms and conditions of the Event and the Rules of Paddle Melbourne.

2. **If my application is accepted, I will be permitted to enter and participate in the Event** subject to my complying with the Paddle Melbourne Rules, this declaration and any reasonable direction issued by Paddle Melbourne staff.

3. **Insurance is in place.** 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 Paddle Melbourne.

4. **The Paddle Australia Rules and this declaration comprise a contract** between the Paddle Melbourne 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 and often do 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 Paddle Melbourne 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 Paddle Melbourne will, 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 Paddle Melbourne accepting my application for entry to the Event I, to the extent permitted by law:

(a) release and will release the Paddle Melbourne 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 Paddle Melbourne 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 Paddle Melbourne in writing of any change to my medical condition, fitness or ability to participate in the Event. I understand and accept that a Paddle Melbourne 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 Paddle Melbourne 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 Paddle Melbourne 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 Paddle Melbourne and will only be used in accordance with the Paddle Australia's Privacy Policy for the objects of Paddle Melbourne's business and to facilitate the conduct of the Event and other events conducted by Paddle Melbourne. I understand that I will be able to access the information directly through Paddle Melbourne. If the information is not provided, my Event application may be rejected.

I acknowledge that Paddle Melbourne may also use my information for the purposes of providing me with promotional material from Paddle Melbourne' sponsors or third parties. I may advise Paddle Melbourne if I do not wish to receive such material from any Paddle Melbourne, 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 PaddleA and that the Paddle Melbourne may use the photographs for promotional or other purposes without my further consent being necessary. I consent Paddle Melbourne using my name, image, likeness and my performance in the Event, at any time, by any form of media, to promote the Event, Paddle Melbourne

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 Paddle Melbourne. 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 Paddle Melbourne 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 addle Melbourne, the Paddle Melbourne 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 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 Paddle Melbourne

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.

Applicant Name \_\_\_\_\_ Event Date \_\_\_\_\_ Start Time \_\_\_\_\_

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Applicant Signature

**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 behavior 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.

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Name of Parent or Guardian

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Parent or Guardian Signature