

Surfing Queensland Disclaimer

THIS IS AN IMPORTANT DOCUMENT AFFECTING YOUR RIGHTS YOU SHOULD READ IT VERY CAREFULLY AND AGREE ON IT ONLY AFTER YOU ARE SATISFIED THAT YOU UNDERSTAND AND ACCEPT ALL TERMS AND CONDITIONS.

I hereby apply for entry to the event(s) as listed in the application process on the Surfing Queensland online website. In so applying and in consideration of my application for entry to the Event being accepted I acknowledge and agree that:

1. Surfing Queensland will wherever possible try to avoid taking payments for events that are already full, however please be aware that making payment for an event or course does not guarantee that you are in. Especially for popular junior events please do not make travel arrangements until confirming placement with Surfing Queensland
2. "Event Organiser" for the purposes of this application and declaration means and includes Surfing Queensland, ASP Australasia & Surfing Australia Inc, and includes where the context so permits, its members, and their respective directors, officers, officials, members, servants or agents; "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not only limited to negligence but does not include a claim against the Event Organiser under any right expressly conferred under the Event Rules.
3. If my application is accepted I will be permitted to participate in the Event subject to my complying with the rules and regulations for the Event ("Event Rules"), this declaration, and any reasonable direction issued by the Event Organiser or their representatives. I have read, understood and agree to the Event Rules.
4. This document cannot be amended. If I do amend it my application will be null and void and cannot be accepted.
5. Insurance is in place that 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 I can, in my own interests, seek and obtain personal insurances over and above the cover provided.
6. This declaration comprises a contract between the Event Organiser and me. It is necessary and reasonable for promoting and conducting the Event.
7. I agree that the provisions of Section 74 of the Trade Practices Act 1974 (C'th) and any similar state legislative provisions (which provide for an implied warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract in so far as they relate to liability for death or personal injury from the Activity.
8. I agree to release and hold harmless the Business, its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to the minor or his/her property or any other person arising from or in connection with the Minor's participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
9. I agree to indemnify and hold harmless the Business, its servants, employees and agents from all claims, damages, losses, injuries and expenses arising out of or resulting from the Minor's participation in the Activity. This indemnification extends to all claims made by the Minor and/or any other person against the Business, its servants, employees and agents in respect of any injury, loss, damage or death arising out of or in connection with the Minor's participation in the Activity, other than where the injury, loss, damage or death was caused solely by the negligence of the Business, its servants, employees or agents.
10. Warning: Participation in the Event can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Event including but not limited to physical hazards, unpredictable and dangerous surf and weather conditions, equipment contact and use and actions by other competitors. I acknowledge 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 the Event.
11. Exclusion of Liability: 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 the Event Organiser 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 Event Organiser will, at the discretion of the relevant organisation, be limited to the resupply of the services or payment of the cost of having the services supplied again.
12. Release and Indemnity: In consideration of the Event Organiser accepting my application for entry to the Event I: (a) release and will release the Event Organiser from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Event; and (b) indemnify and will keep indemnified the Event Organiser to the extent permitted by law in respect of any Claim by any person

arising as a result of or in connection with my participation in the Event.

13. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the Event. I will immediately notify the Event Organiser in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Event Organisers will continue to rely upon this declaration as evidence of my fitness and ability to participate.

14. Rescue, First Aid & Medical Treatment: I consent to receiving any rescue assistance, first aid or medical treatment that the Event Organiser or authorised representatives consider necessary or desirable during the Event. I will accept the assistance, first aid or medical treatment from the Event Organiser or authorised representatives. I agree to reimburse the Event Organiser for any costs or expenses incurred in providing me with medical treatment.

15. Right to use image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Event. I acknowledge that such photographs and images are owned by Surfing Queensland and that it may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event Organisers using my name, image, likeness and also my performance in the Event, at any time by any form of media, to promote the Event.

16. Prevailing conditions: I acknowledge and agree that:

- (a) the Event can and will be effected by the weather conditions; and
- (b) the Event Organiser cannot control the weather and that the weather conditions may change without warning;
- (c) there is an element of the "luck of the prevailing conditions" in undertaking the Event; and
- (d) If the Event is cancelled due to weather or other 'Act of God' conditions or other factors beyond the control of the Event Organiser, my entry fee shall be non-refundable.

17. I have provided the information required. I warrant that all information provided is true and correct. I have read, understood, acknowledge and agree to the above declaration including the warning, 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.