

Application, Assumption of Risk & Waiver/Release Form

Balmoral SUP-X race series 2019

I apply for entry to the Balmoral SUP-X series ("the Event"). In this document "Event Organiser" means Herstal Holdings Pty Pty Ltd trading as Balmoral Paddlesurf, the Balmoral Sailing School and/or the event organiser/organisation (for this event) and includes all and each of their respective officers, employees, contractors, volunteers or agents involved in the Event. In consideration of accepting this entry and allowing me to participate in the Event I, the undersigned (for myself, my heirs, executors and administrators), agree with the Event Organiser that:

- 1. Risks. 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 extreme weather conditions; collision with natural or made-made objects including water craft; equipment failure; the presence of marine life including sharks; overexertion; dehydration and cold and heat related injuries such as hypothermia and heat exhaustion. I acknowledge that accidents can and often do happen which may result in serious injury, death or property damage. I have voluntarily read and understand this warning and freely assume all such risks even if arising from the negligence of the Event Organiser. I attend and participate in the Event exclusively at my own risk and at all times I have the option of not participating in or withdrawing from the Event.
- 2. Waiver, release and indemnity.** (A) I waive, release and discharge the Event Organiser from all claims or causes of action I may have (including for negligence) arising from any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of my attendance at or participation in the Event. (B) I will indemnify and will keep indemnified the Event Organiser against all costs, losses or damages arising from or in relation to my attendance at or participation in the Event including the attendance or participation of any person in my care.
- 3. Fitness to Participate.** I declare that I am physically and medically fit and have trained sufficiently to participate in and complete the Event.
- 4. Rules and Directions.** I agree to obey and accept the Event rules and any other directions or instructions, including those issued on the day.
- 5. Compulsory personal safety equipment:** I agree to obey and accept the Event compulsory personal safety equipment rules as advertised by the Event Organiser and any other directions or instructions, including those issued on the day.
- 6. Consent to medical treatment:** I consent to receive and agree to pay for (or reimburse the cost of) any medical treatment, including transport by ambulance, that the Event Organiser or their authorised representatives consider necessary or desirable before, during or after the Event.
- 7. Copyright and right to use image:** I consent to photographs and electronic images being taken of me during the Event. I acknowledge and agree that such photographs and electronic images are owned by the Event Organiser who may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event Organiser using my name, image, likeness and also my performance in the Event, at any time, to promote the Event by any form of media.
- 8. Privacy:** I understand that the information I have provided is necessary for the conduct of the Event. I acknowledge and agree that the information will only be used by Event Organiser to facilitate the conduct of the Event and other events conducted by the Event Organiser I understand that my email address provided will be used by the Event Organiser for future event promotion. I may advise the Event Organiser if I do not wish to receive promotional material.
- 9. Severance:** If any provision of this document 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 application and declaration or affect the validity or enforceability of it in any other jurisdiction.
- 10.** I have had sufficient opportunity to read this release of liability and assumption of risk agreement. I hereby acknowledge that I have read, understood and accept these terms and conditions and agree to be bound by them in relation to my attendance at and participation in the Event.

SELF – CERTIFICATION

- I understand and acknowledge that the Event Organiser has no knowledge of my individual skill and experience.
- I certify that I have sufficient skill and experience in the disciplines (race course) that I am participating in this event.
- I certify that I can comfortably swim in the ocean.
- I understand that if the Event Organiser has concerns about my skill or experience in the conditions on the day that I may be instructed to withdraw from the Event and no refund will be provided.

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

Please see the event organisers at registration on event day.

I have read, understand and agree to the Balmoral SUP-X 2019 series Application, Assumption of Risk & Waiver/Release form.

Date _____

Signature _____

Full name _____ Mobile _____

D.O.B _____ EMERGENCY CONTACT _____ Mobile _____