

¹Conditions of Entry (Gate Register)

I acknowledge and agree that::

1. In this declaration: "**Club**" means and includes: Sugarloaf Sailing Club Inc. and its directors, officers, members, servants or agents. "**Claim**" means and includes any action, proceeding, claim, demand, damage or expense however arising including but not limited to negligence but does not include a claim in respect of any action, suit etc made by any person entitled to compensation under a relevant Club insurance policy or under any right expressly conferred by the Club constitution. "**Enter**" & "**Entry**" means to enter the area controlled by the Club, including the whole lake and includes participation in Club activities.
2. I will be permitted to Enter subject to my complying with Club rules, this declaration and any reasonable direction issued by the Club and their representatives.
3. The Club rules & this declaration comprise a contract between me and the Club and are necessary and reasonable to promote and conduct Club activities.
4. **Warning:** Sailing & boating activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during my visit including, but not limited to, physical exertion and injury, drowning, hypothermia, heat stroke, collision, falls, equipment failure and unpredictable weather conditions. 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 Entry whether I choose to participate in club activities or not.
5. **WARNING UNDER THE FAIR TRADING ACT 1999**

Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of this clause 5, "the Supplier" shall mean and include the Club.

6. **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 the Club flowing from them, are expressly excluded to the extent possible by law, by this Conditions of Entry declaration. To the extent of any liability arising, the liability of the Club will, at its discretion 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 Club permitting Entry, to the full extent permitted by law:
 - (a) release and will release the Club from all Claims that I may have or may have had but for this release arising from or in connection with my Entry;
and
 - (b) indemnify and will keep indemnified the Club in respect of any Claim by any person including but not only another participant in Club activities arising as a result of or in connection with my Entry.
8. **Fitness to Enter:** I declare that I am and must continue to be medically and physically fit and able to participate in water and other activities in which I expect to take part. I will immediately notify the Club in writing of any change to my fitness and ability to participate. I understand and accept that the Club will continue to rely upon this declaration and agreement by entering as evidence of my fitness and ability to participate.
9. **Consent to medical treatment:** If required, the Club will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Club where my further consent cannot be obtained and agree to meet all costs associated with such action.
10. **Privacy:** I understand that the information I have provided is necessary for the conduct of the activities and Objects of the Club. I acknowledge and agree that the information may be disclosed to affiliated parent organisations and will only be used by the Club to facilitate activities managed by the Club. I understand that I will be able to access my information through the Club.
11. **Copyright and right to use image:** I acknowledge and consent to photographs being taken of me during my visit and authorise the Club to use such photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Club using my name, image, likeness and also my performance in events, at any time, to promote Club activities by any form of media.
12. **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, 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.