



# Hunters Hill Sailing Club

## Member Agreement

### Risk Warning and Disclaimer of Liability

This risk warning is issued by the Hunters Hill Sailing Club (the Club) pursuant to the Civil Liability Act 2002 to all persons participating in events and activities at the club, both on land and on water (activities).

I agree for me and my child to attend the club and to undertake and/or to participate in any activities. In the case of an emergency, I authorise the club, where it is impractical to communicate with me, to arrange for me and/or my child to receive such medical or surgical treatment as may be deemed necessary. I also undertake to pay or reimburse costs which may be incurred for medical attention, ambulance transport and medication while I am and/or my child is attending the club.

I understand that although the club and its officers, volunteers and service providers attempt to minimise any risk of personal injury within practical boundaries, accidents do happen and all physical activities carry the risk of personal injury. I acknowledge that there is an inherent risk of personal injury in the activities undertaken at the club.

I acknowledge and accept that regardless of the precautions which might be taken by reasonable and experienced persons, sailing can be a dangerous pursuit and participants are exposed to a significant risk of property damage, physical harm and possibly death. These risks may include, but are not limited to:

1. the extremes of weather and sea conditions;
2. the potential that control of vessels may be lost, resulting collisions;
3. the sudden movement of the vessel at any time and the possibility that participants may fall all be thrown overboard;
4. the possibility that participants may be injured by the equipment on any boat or vessel;
5. the absence of immediate medical care and the likelihood that significant delays may occur before medical care is available;
6. exposure to the elements for extended periods.

I acknowledge and accept that the club warns participants that regardless of its best intentions, the club, its officers, volunteers and service providers may be unable to attend and render any assistance to participants who are in distress.

Participants are warned to consider all risks before deciding to participate in any on water event.

I acknowledge and agree that:

1. I have read and understood this Risk Warning and Disclaimer of Liability, and I accept it;
2. both I and/or my child participate in activities entirely at our own risk and responsibility;

3. the decision to participate in any activity at the club, including activities on the water, is mine and mine alone;
4. the club, its officers, volunteers and sponsors will not accept any liability for damage or personal injury or death sustained in conjunction with, prior to, during or after any activity including any on water event;
5. the club, its officers, volunteers and sponsors shall not be responsible for the seaworthiness of any boat used by me or my child, the adequacy of its equipment or its insurance arrangements.

### **Permission for use of Photography and Video**

The Club seeks to use photographic images (including video and sound recording) of members, including children, to promote the Club. This may include illustrations for printed materials as well as on the Club website or in social media utilized by the Club.

The Club seeks your permission for you and/or your child's name and photographs (including video and sound recording) to be collected, stored, used and disclosed for the purposes outlined in this document. You are not required to grant permission. This is a matter entirely within your discretion.

If you agree to have a photograph published on the Club's website or in social media you need to be aware that the image can be copied and used by other web users and therefore the Club has no control over its subsequent use and disclosure.

If you do not give the Club permission to use photographs or video of you and/or your child in this manner, please notify the Club in writing at the time of registration.

### **Warranty**

By entering any activity on water (event), I warrant that:

1. the boat entered will comply at all times during the event with the rules as defined in the Racing Rules of Sailing;
2. the boat entered will comply at all times during the event with the requirements of any applicable Notice of Race, any applicable Sailing Instructions and the Yachting Australia Special Regulations, including but not limited to compliance with RRS 46 and 56;
3. I release the club, its officers, board members, volunteers and service providers from any claim or liability whatsoever for any harm suffered by me and/or my child including a claim by any person claiming through me;
4. I and my child are medically and physically fit and able to participate safely in the event;
5. I and/or my child do not and will not present a danger to health and safety of myself, my child or others;
6. neither I nor my child are presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe to participate in the event;
7. I have disclosed to the club any medical condition I suffer which may affect my or my child's ability to participate in the event;
8. I agree that I and my child will be bound by the Racing Rules of Sailing and the Prescriptions and Special Regulations of Yachting Australian and by all other rules that govern the event.