

## MOSMAN ROWING CLUB MEMBERSHIP WAIVER

**2023-2024**

I understand and acknowledge that;

- Rowing is a strenuous activity requiring a reasonable level of fitness and flexibility which predominantly takes place on Public Waterways used by a variety of watercraft.
- By participating in rowing and membership activities I may be exposed to a variety of potential risks that may cause serious injury or death.

I confirm that;

- I have read and understood the Risk Warning which forms part of this application for membership or renewal at Mosman Rowing Club and is available on the Club website.
- I have read and understand the current Club Rules which I understand may be amended from time to time and I agree to comply with them and any amended Rules notified by Club.
- I am aware of the NSW Maritime Rules, Rowing Code of Conduct and agree to comply with them.
- I am a capable swimmer, able to swim to safety in full rowing attire should the need arise.
- I participate in all Mosman Rowing Club activities or external regattas and events at my own risk.
- I agree to the collection and use of my personal data by the club in accordance with the Club's Privacy Policy

### MEMBERS/APPLICANTS UNDER 18

I agree to my child taking part in the activities of the Club and understand that although coaching is provided, every child will not be under constant direct supervision by a responsible adult.

I understand that my child is required to comply with the Club Rules and Maritime NSW Rules and Code of Conduct. I have advised my child of this and attest to their knowledge and understanding of these obligations.

I understand that in the event of any injury or illness all reasonable steps will be taken to contact me, and, having parental responsibility for the above child, I give permission for first aid to be administered or, where considered necessary, treatment by a suitably qualified medical practitioner. If I cannot be contacted and my child should require emergency hospital treatment, I authorise a qualified medical practitioner to provide emergency treatment or medication.

### RELEASE

I hereby release, exempt and indemnify Mosman Rowing Club, its management committee, sponsors, coaches, legal representatives, volunteers, employees, agents, administrators, assigns and contractors in respect of all liability whatsoever and however caused whether by negligence or otherwise which may arise in connection with my or my child's participation in Mosman Rowing Club activities or external regattas and events, and agree that any conditions implied by the Fair Trading Act 1987 (NSW) and the Competition and Consumer Act 2010, to the extent I agree to waive them as set out under the "RISK WARNING UNDER THE CIVIL LIABILITY ACT 2002 (NSW)" below are excluded. This release continues forever and binds my heirs, successors, executors, administrators, personal representatives, and assigns.

### RISK WARNING UNDER THE CIVIL LIABILITY ACT 2012 (NSW)

This Waiver constitutes:

- a waiver for the purposes of section 5N of the Civil Liability Act 2002 (NSW); and
- a risk warning for the purposes of section 5M of the Civil Liability Act 2002 (NSW).

Under the provisions of the Fair Trading Act 1987 (NSW) and the Competition and Consumer Act 2010 (Cth), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier

named on this Waiver and Mosman Rowing Club website online application is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- are fit for the purpose for which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 5N of the Civil Liability Act 2002 (NSW) and section 139A of the Competition and Consumer Act 2010 (Cth), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you complete the online application on Mosman Rowing Club website and agree to the Terms, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1987 (NSW) and Competition and Consumer Act 2010 if you are killed or injured are excluded, restricted or modified in the way set out in the application process.

NOTE: The change to your rights, as part of the application process, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence", in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See section 139A of the Competition and Consumer Act 2010.

**I have read this entire agreement. I fully understand its terms, and I acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be bound by its terms. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

Signed \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of Applicant / Date / Name Printed

Signed \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of Parent/Guardian if Applicant under the age of 18 / Date / Name Printed

Email \_\_\_\_\_

Email of Parent/Guardian if Applicant under the age of 18

Mobile \_\_\_\_\_

Mobile of Parent/Guardian if Applicant under the age of 18