



## Silver Salties – Participant Declaration

### 1. Definitions

**Club** means the relevant SLS entity (Club, Branch or State Centre) conducting the Event.

**Claim** means and includes any action, proceeding, claim, demand, damage or expense however arising including but not limited to negligence made by any person entitled to compensation under a relevant SLS Member insurance policy, Club insurance policy or under any right expressly conferred by the Club constitution.

**Event** means any activity or experience associated with a Silver Salties program run by a Club.

**Participant** means any individual taking part in a Silver Salties program.

### 2. Acceptance

If accepted the Participant will be permitted to take part in the Event, subject to complying with the terms and conditions for the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.

### 3. Contract

The Event rules and this declaration comprise a contract between the Participant and the Club. The Participant acknowledges and agrees that they are necessary and reasonable to promote and conduct the Event.

### 4. Warning

Participation in the Event can be inherently dangerous. Participants acknowledge that that they are exposed to certain risks whilst participating in the Event including, but not limited to, physical exertion and injury, bodily contact, falls, equipment failure and unpredictable weather conditions. Participants acknowledge that accidents can and sometimes happen which may result in injury or even death, or property being damaged. Participants voluntarily agree to read and understand this warning and accept and assume the inherent risks of participation in the Event.

### 5. Exclusion of Implied Terms

Participants acknowledge that they are 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. Participants 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 declaration. To the extent of any liability arising, the liability of the



Club will, at its discretion is limited to the resupply of the services or payment of the cost of having the services supplied again.

## **6. Release and Indemnity**

In consideration of the Club accepting a Participant's application for entry to the Event, the Participant, to the full extent permitted by law:

- (a) releases and will release the Club from all Claims that a Participant may have or may have had but for this release arising from or in connection with participation in the Event; and
- (b) indemnifies and will keep indemnified the Club in respect of any Claim by any Participant including but not only another Participant in the Event arising as a result of or in connection with participation in the Event.

## **7. Fitness to Participate**

Participants declare that they are and must continue to be medically and physically fit and able to participate in the Event. Participants will immediately notify the appropriate Club representative of any change to fitness and ability to participate. Participants understand and accept that the Club will continue to rely upon this declaration as evidence of a Participant's fitness and ability to participate unless otherwise notified.

## **8. Consent to medical treatment**

If necessary, the Club will arrange medical or hospital treatment (including ambulance transportation) for a Participant. Participants authorise such actions being taken by the Club where further consent cannot be obtained and agree to meet all costs associated with such actions.

## **9. Privacy**

Participants understand that the information provided is necessary for the conduct of the Event and for the objects of the Club. Participants acknowledge and agree that the information will only be used by the Club to facilitate the conduct of the Event and other events conducted by the Club. Participants understand that they will be able to access information through the Club. If the information is not provided, Event entry application may be rejected. Surf Life Saving Australia (SLSA) is committed to the protection of members' personal information. Any personal information Participants provide via registration for an Event will be used only for those purposes for which the information was gathered as stated and related purposes. The Privacy Policy of SLSA is at:

[www.sls.com.au/privacy-policy](http://www.sls.com.au/privacy-policy)

## **10. Right to use image**



Participants authorise the Club to use such photographs of them for promotional or other purposes without further consent being obtained. Further, Participants consent to the Club using acknowledgement and consent to photographs being taken during participation in the Event and their name, image, likeness and also performance in the Event, at any time, to promote the Event or Club activities by any form of media.

## **11. 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 declaration or affect the validity or enforceability of it in any other jurisdiction.

### **Declaration:**

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_