



CONDITIONS OF MEMBERSHIP of FLINDERS YACHT CLUB

Applicant Name(s):

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I/We acknowledge and agree that: In this membership declaration: **“Club”** for the purposes of this membership application and declaration means and includes the Flinders Yacht Club Incorporated, its directors, officers, members, servants or agents. **“Claim”** means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against the Club under any right expressly conferred by its constitution or regulation. **“Club Activities”** means performing or participating in any capacity in any authorised or recognised Club activity.

1. **The Club Constitution** is a contract between me and the Club. I will be bound by it and any By-Laws, regulations or policies made under it.
2. **Warning:** Club Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during Club Activities including, but not limited to, physical exertion and injury, bodily contact, 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 participating in the Club Activities.
3. **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 membership 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.
4. **Release and Indemnity:** In consideration of the Club accepting my application for membership I:
 - (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 membership and/or participation in any Club Activity; and
 - (b) indemnify and will keep indemnified the Club to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any Club Activity.
5. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in any Club Activity. I will immediately notify the Club in writing of any change to my fitness and ability to participate. I understand and accept that Club will continue to rely upon this declaration as evidence of my fitness and ability to participate.
6. **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.
7. **Privacy:** I understand that the information I have provided is necessary for the objects of the Club. I acknowledge and agree that the information may be disclosed by my Club to Yachting Victoria and will only be used for the objects of the Club, Yachting Victoria and to provide me with membership services. I understand that I will be able to access my information through the Club upon request. If the information is not provided my membership application may be rejected.
8. **Copyright and right to use image:** I acknowledge and consent to photographs being taken of me during my participation in Club Activities 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 any Club Activities, at any time, to promote the Club by any form of media.
9. **Severance:** If any provision of this membership 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.
10. **I agree to be bound by the policies of Yachting Australia Inc. and Yachting Victoria Inc. as they are published from time to time on their respective websites**
11. I acknowledge that it is my responsibility entirely to ensure my boat complies with the safety prescriptions of Yachting Australia Inc. and Yachting Victoria Inc. and that any such safety equipment required under the safety category declared in this application is at all times in proper working order.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of implied terms, release and indemnity. I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it my application will be null and void.

Signed: _____

Name: _____

Date: _____

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

I, _____ am **the parent or guardian** of the applicant. I authorise and consent to the applicant undertaking the Club Activities. In consideration of the applicant’s membership of the Club being accepted, I expressly agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and comply with the Club constitution and any By-laws, regulations or policies made under it.

Parent’s Signature: (where applicant under 18 years): _____

Name: _____

Date: _____