



Australian Canoeing Incorporated Membership Application and Declaration



I _____
(Name)

Of _____
(Address)

hereby apply for membership of AC. In so applying and in consideration of my application for membership being accepted I acknowledge and agree that:

- 1 "AC" for the purposes of this membership application and declaration means and includes Australian Canoeing Incorporated, its members (including State Associations and Affiliated Clubs) and where the context so permits, their respective directors, officers, members, servants or agents.
- 2 If accepted I will be a member of the affiliated club named on this form, State Association and AC.
- 3 This document cannot be amended. If I do amend it my application will be null and void. AC cannot accept it.
- 4 Insurance is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised AC activity ("AC Activity"). (For insurance details contact your State Association.) I can, in my own interests, seek and obtain personal insurances over and above the cover provided by AC.
- 5 The AC Constitution is a contract between me and AC. I will be bound by it and any By-laws made under it. It is necessary and reasonable for promoting AC and canoeing. For the avoidance of doubt, I acknowledge and agree to comply with the Constitutions and By-laws of AC, the State Association and the affiliated club named on this form if my application is accepted.
- 6 **Warning:** Canoeing can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in canoeing.
- 7 **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my membership (if accepted) that AC is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and/or participation in any AC Activity.
- 8 **Release and Indemnity:** In consideration of AC accepting my application for membership I:
 - a) release and forever discharge AC 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 AC Activity; and
 - b) indemnify and hold harmless AC to the extent permitted by law in respect of any Claim by any person including but not only another Member of AC arising as a result of or in connection with my membership and / or participation in any AC Activity.

In this clause 8 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc. made by any person entitled to make a claim under a relevant AC insurance policy or under the AC Constitution or any By-laws.

9 **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in any AC Activity. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify AC in writing through my Affiliated Club or State Association of any change to my fitness and ability to participate. I understand and accept that AC will continue to rely upon this declaration as evidence of my fitness and ability to participate.

10 I have provided the information required overleaf and signed both sides of this form. I warrant that all information provided is true and correct.

11 **Privacy:** I understand that the information I have provided overleaf is necessary for the Objects of AC. I acknowledge and agree that the information will be disclosed by my Affiliated Club to the State Association and AC and will only be used for the Objects of AC and to provide me with membership services. I understand that I will be able to access my information through my Affiliated Club and/or State Association. If the information is not provided my membership application may be rejected. I acknowledge that AC may also use my personal information in accordance with the AC Privacy By-law.

I may advise AC if I do not wish to receive from AC any AC sponsors or third parties' promotional material.

12 **Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in AC Activities. I acknowledge that AC owns the photographs and that AC may use the photographs for promotional or other purposes without my further consent being obtained.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of AC membership

Signed: _____ Date: _____

Name: _____

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 expressly agree to be responsible for the applicant's behavior and agree to personally accept the conditions set out in this membership application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's signature: _____
(where applicant under 18 year. old)

Name: _____

Date _____