



Conditions of Membership

I hereby apply for membership with Parkdale Yacht Club Inc. In so applying and in consideration of my application for membership being accepted I acknowledge and agree that:

1. **In this membership declaration:** "Club" for the purposes of this membership application and declaration means and includes the Parkdale 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 in respect of any action, suit etc made by any person entitled to compensation under a relevant Club insurance policy or under any right expressly conferred by the Club constitution or regulation. "Club Activities" means performing or participating in any capacity in any authorised or recognised Club activity.
2. **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. I also agree to abide by the rules and policies of Australian Sailing (copies of which are available from Australian Sailing) and be subject to the jurisdiction of Australian Sailing in relation to the application and enforcement of such rules and policies.
3. **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.

4. **WARNING UNDER THE FAIR TRADING ACT 1999**

Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of this clause 4, "the Supplier" shall mean and include the Club.

5. **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.

6. **Release and Indemnity:** In consideration of the Club accepting my application for membership I, to the full extent permitted by law:

(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 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.

7. **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.

8. **Consent to medical treatment:** If required, Australian Sailing, the Club, their officers or instructors will administer medical assistance if considered necessary and will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by Australian Sailing or the club where my further consent cannot be obtained and agree to meet all costs associated with such action. It is highly recommended members of the Club have Ambulance Victoria membership.

9. **Unfinancial Members:** Members shall be deemed unfinancial if membership fees are outstanding as of 1st racing day of the new season. Unfinancial members shall not be eligible to use the facilities of the Club or participate in Club races.

10. **Visitors:** A member may introduce a visitor or visitors to the Club premises for the day of visit only and the name of such visitor or visitors must be entered in the visitor's log provided for that purpose, and this log shall be signed by the member introducing. The introducing member shall be responsible for the conduct of such visitor or visitors.

11. **Privacy:** I understand that the information I have provided is necessary for the objects of Club. I acknowledge and agree that the information may be disclosed by my Club to Australian Sailing and will only be used for the objects of the Club, Australian Sailing 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.

12. **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.

13. **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.

12. I agree to be bound by the policies of Australian Sailing Inc as they are published from time to time on their website

13. I acknowledge that it is my responsibility entirely to ensure my boat complies with the safety prescriptions of Australian Sailing Inc. and that any such safety equipment required under the safety category declared in this application is at all times in proper working order. It is a requirement of membership of Parkdale Yacht Club that all boat owners insure their boats against all risks associated with their use at the Club and in sailing activities at the Club. Third party property insurance is the minimum acceptable cover.

Where the applicant is under 18 years of age the parent or guardian of the applicant authorises and consents to the applicant undertaking the Club Activities and 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.