

Season 2020
2021

SRA MEMBERSHIP DECLARATION

Single members (Over 18) to complete pages 1 and 4 only

Family memberships to complete pages 1, 4 and 5.

Single U18 members to complete page 1 and declaration on page 5

Member's Name:

Where applicable: For family membership only, please complete as applicable:

Member 2 Name:.....

Member 3 Name:.....

Member 4 Name:.....

Member 5 Name:.....

Member 6 Name:.....

Where applicable please provide: Boat's Name:

This form **MUST** be completed by each person wishing or planning to participate or compete in ski racing events sanctioned by Ski Racing Australia Association Inc. (**SRA**) or to become members of SRA. The following terms and conditions must be read carefully. In consideration of each person listed on this form's application for membership of SRA being accepted, each applicant acknowledges and agrees to the following terms and conditions:

1. **Definitions:** in these membership terms and conditions:

"**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Ski Racing Activities, but does not include:

- (i) a claim against SRA by any person expressly entitled to make a claim under an SRA insurance policy; or
- (ii) a claim against SRA under any right expressly conferred by its constitution or regulations.

"**IWWF**" means the International Waterski & Wakeboard Federation, the international federation for towed water sports.

"**Ski Racing Activities**" mean performing or participating in any capacity, including as a member, in any authorised or recognised SRA activity.

"**SRA**" means Ski Racing Australia Association Incorporated (ABN 30 830 516 013).

"**You**" means and includes each person listed on this form as an applicant for membership of SRA.

2. **Rules of membership and participation:** By agreeing to these terms and conditions, You will become a member of SRA. You acknowledge, agree and consent to becoming a member of SRA. Upon becoming a member of SRA, the SRA constitution will comprise a contract between You and SRA and You will be bound by it and any by-laws, policies and codes of conduct made under it. You agree You are bound to each subsequent amended version of the SRA constitution, by-laws, policies, codes of conduct, and are bound to each for the entirety of the duration of Your period of membership of SRA. You agree to abide by and comply with all rules and by-laws of the IWWF as amended from time to time. You shall submit to any disciplinary measures taken against You and shall take any appeals and litigation before the authorities provided for in the relevant SRA document. You will pay on demand the prescribed or stated fees for the Ski Racing Activities and/or for affiliation with SRA. Such fees may be notified to You verbally, in writing either electronically or in hardcopy, or by notice displayed in SRA's premises. You acknowledge and agree that Your membership of SRA commences on the later of 1 July or the date You apply for membership of SRA, and expires at 11.59pm on 30 June in the calendar year immediately following the date of 1 July referred to above. You acknowledge that You are **bound** by, and confirm that You shall comply with, all of the provisions of the IWWF anti-doping rules (as amended from time to time), and any anti-doping rules adopted by Your national federation.

3. **Risk Warning and Waiver:** Your participation in the recreational activities supplied by SRA is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Ski Racing Activities, including but not limited to travelling on water skis at high speeds, falling off water skis at high speeds, hitting submerged or floating objects including trees, branches, logs, rubbish and other detritus and debris, hitting waves or chop or ripples on the water, exposure to the aquatic environment including but not limited to fresh and salt water, sand, rain, fog, haze, hail, collisions between tow boats and other boats or objects, entanglement in the tow rope, parting of the tow rope from the tow boat and accidents can and often do happen which may result in personal injury, disability, death or property damage. Prior to undertaking any such recreational activity, You should ensure You are aware of all of the risks involved, including those risks associated with any health condition You may have. By agreeing to these terms and conditions, You acknowledge, agree, and understand that participation in the recreational services provided by SRA may involve risk. You agree and undertake any such risk voluntarily and at Your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

4. **Waiver:** A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to You (or a person for whom or on whose behalf You are acquiring the services or activities).

If You agree to these terms and conditions, You will be agreeing that Your rights (or the rights of a person for whom or on whose behalf You are acquiring the services) to sue the supplier in relation to recreational services or recreational activities

that You undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below, including in particular paragraph 5 and Schedule 1.

5. **For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:** By agreeing to these terms and conditions, You agree that the liability of SRA in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:
- (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease; or
 - (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (A) that is or may be harmful or disadvantageous to You or the community; or
 - (B) that may result in harm or disadvantage to You or the community, that may be suffered by You (or a person for whom or on whose behalf You are acquiring the services) resulting from the supply of recreational services or recreational activities,
 is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.
6. **Release & Indemnity:** In consideration of SRA accepting Your membership application You, to the extent permitted by law:
- (i) release and forever discharge SRA from all Claims that You may have or may have had but for this release arising from or in connection with Your membership and/or Your participation in the Ski Racing Activities;
 - (ii) release and indemnify SRA against any Claim which may be made by You or on Your behalf for or in respect of or arising out of Your death whether caused by the negligence or breach of contract by SRA or in any other manner whatsoever; and
 - (iii) indemnify and will keep indemnified and hold harmless SRA to the extent permitted by law in respect of any Claim by any person:
 - (A) arising as a result of or in connection with Your membership or undertaking the Ski Racing Activities; and
 - (B) against SRA in respect of any injury, loss or damage arising out of or in connection with Your failure to comply with SRA's rules and/or directions,
 save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of SRA.
7. **Insurance:** You acknowledge and agree that SRA has arranged some limited insurance coverage, which may provide You with some protection for loss, damage or injury that You may suffer during Your participation in Ski Racing Activities. However, You acknowledge and agree that any insurance taken out by SRA may not provide full indemnity for loss, damage or injury that You may suffer during Your participation in Ski Racing Activities and that You may have to pay the excess if a Claim is made on Your behalf. You agree that Your own insurance arrangements are ultimately Your responsibility and You will arrange any additional coverage at Your expense after taking into account SRA's insurance arrangements and Your own circumstances.
8. **Disclosure of Medical Conditions:** You warrant that prior to undertaking any Ski Racing Activities You:
- (i) are and must continue to be medically and physically fit and able to undertake and participate in the Ski Racing Activities;
 - (ii) are not a danger to Yourself or to the health and safety of others;
 - (iii) have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
 - (iv) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for You to take part in a water skiing event, race or competition including participating in Ski Racing Activities.
- You acknowledge that You must, and You agree that You will, disclose any pre-existing medical or other condition that may affect the risk that either You or any other person will suffer injury, loss or damage. You acknowledge that SRA relies on information provided by You and that all such information is accurate and SRA before You leave any relevant venue.
9. **Consent to Medical Treatment:** If You suffer any injury or illness, You agree that SRA may provide evacuation, first aid and/or medical treatment at Your expense and that Your acceptance of these terms and conditions constitutes Your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse SRA for any costs or expenses incurred in providing such medical treatment.
10. **Exclusion of Applicant:** You warrant that You have not at any time been excluded from Ski Racing Activities by a medical practitioner or any person or entity including but not limited SRA. You acknowledge and agree that SRA may demand a medical certificate or opinion as to Your fitness from a qualified medical practitioner PRIOR to Your undertaking any Ski Racing Activities.
11. **Safety:** You acknowledge and agree that You will comply with SRA's 0.00 blood alcohol limit for participation in Ski Racing Activities, as set out in SRA's rules, and understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during Your involvement in Ski Racing Activities in breach of SRA's rules. You accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by and/or directions of SRA in connection with any Ski Racing Activities. If You fail to comply with the rules and/or directions of SRA, You will not be permitted to participate or to continue to participate in the Ski Racing Activities and no refund will be given.
12. **Prevailing conditions** - You acknowledge and agree that:
- (i) some Ski Racing Activities may be affected by the weather which may change without warning; and
 - (ii) in such activities, there can be an element of the "luck of the prevailing conditions" when undertaking the Ski Racing Activities over which SRA has no control.
13. **Acceptance:** Performance of SRA's obligations under the contract may be effected by any one or more of the providers of the Ski Racing Activities either jointly or severally.

14. **Bar to proceedings:** SRA may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of You or by any person claiming through You. Where You seek to commence proceedings against SRA, You:
- (i) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - (ii) waive any right to object to the exercise of such jurisdiction;
 - (iii) will, where You seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by SRA) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by SRA to remove the proceedings to the jurisdiction in which any incident occurs;
 - (iv) will pay the costs of any application made by SRA under paragraph (iii) above and will consent to any application for security of costs made at any time by SRA; and
 - (v) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of SRA where SRA successfully defends the proceedings.
15. **Use of Image:** You acknowledge and consent to photographs, electronic images and video being taken of You during Your participation in Ski Racing Activities. You acknowledge and agree that such photographs, electronic images and video are owned by SRA and SRA may use the photographs, electronic images and video for promotional or other purposes without Your further consent being necessary. You further agree and consent to SRA using Your name, image, likeness and performances in any Ski Racing Activities at any time, by any form of media, to promote SRA and any Ski Racing Activities.
16. **Damage to property:** You acknowledge and agree that where You are responsible for and/or cause any deliberate or willful damage to any property owned by SRA, You agree to reimburse SRA for the cost of the repair and/or replacement of SRA's property and acknowledge that SRA may terminate Your membership as a result of the deliberate or willful damage.
17. **Non-transferable:** A right to be a member of SRA (if granted) is non-transferable to another person or other people. Any attempt to transfer to another person without the knowledge of SRA may result in the cancellation of any rights granted by SRA without refund and You may not be permitted to participate in further Ski Racing Activities or programs.
18. **Entire agreement:** These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to the Ski Racing Activities and supersedes all other agreements, understandings and representations and negotiations with SRA in relation to the Ski Racing Activities. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
19. **Governing Law:** The governing law of these terms and conditions is the law of the State of Victoria, Australia. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.
20. **Warranty:** You warrant that all information provided is true and correct. You acknowledge these membership terms and conditions cannot be amended. If You amend these terms and conditions they may be null and void and Your membership application may not be accepted by SRA.
21. **Statement of Understanding:** You have read, or have had read to You the above terms and conditions and having understood the same, You consent to the activities proposed.

SCHEDULE 1

For recreational services or activities provided in NSW:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) applies:

By agreeing to these terms and conditions, you agree that the liability of SRA in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the *Australian Consumer Law* (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, SRA, is required to ensure that the recreational services supplied to you:

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

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you agree to these membership terms and conditions, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these membership terms and conditions.

Note: The change to your rights, as set out in these membership terms and conditions, 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 regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By agreeing to these membership terms and conditions, you agree that the liability of SRA for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012* (Vic)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in the ACT or Queensland:

For recreational services to which the Australian Consumer Law (Australian Capital Territory) or Australian Consumer Law (Queensland) applies:

By agreeing to these membership terms and conditions, you acknowledge that where you 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. You acknowledge that these implied terms and rights and any liability of SRA flowing from them, are expressly excluded to the extent possible by law, by these membership terms and conditions. To the extent of any liability arising, the liability of SRA will, at the discretion of SRA, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies:

Your rights: Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies you with services (including recreational services), there is:

- (a) statutory guarantee that those services will be rendered with due care and skill; and
- (b) statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the *Fair Trading Act 1987* (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you agree to these membership terms and conditions, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important: You do not have to agree to exclude, restrict or modify your rights by agreeing to these membership terms and conditions. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by agreeing to these membership terms and conditions. Even if you agree to these membership terms and conditions, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: You agree that the liability of SRA for any personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) is excluded.

Definitions:

- (a) Recreational services are services that consist of participation in sporting activity or similar leisure-time pursuit; or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- (b) Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

I have read, understood, acknowledge and agree to the above declaration.

Member 1 name signed:.....Member 1 name printed:

Witness name signed:Witness name printed:.....

Date:.....

SRA WAIVER – Family/Single Under 18

PLEASE COMPLETE WHERE RELEVANT FOR A FAMILY MEMBERSHIP and/or MEMBERS UNDER 18

Member 2:

Member 2 name signed:..... Member 2 name printed:.....

Witness name signed: **Witness** name printed:

Member 3:

Member 3 name signed:..... Member 3 name printed:..... AGE.....

Witness name signed..... **Witness** name printed:

Member 4:

Member 4 name signed:..... Member 4 name printed:..... AGE.....

Witness name signed..... **Witness** name printed:

Member 5:

Member 5 name signed:..... Member 5 name printed:..... AGE.....

Witness name signed..... **Witness** name printed:

Member 6:

Member 6 name signed:..... Member 6 name printed:..... AGE.....

Witness name signed..... **Witness** name printed:

PLEASE NOTE:

For all children under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I, the below signed and named am **the parent or guardian** of the above named members under the age of 18 years. I authorise and consent to the applicant undertaking in the Ski Racing Activities. I agree to accept in my capacity as parent or guardian, the terms and conditions set out in this membership form, including the provision by me of a release and waiver in the terms set out above. In addition, I agree to be bound by and to comply with the SRA Constitution and any regulations and policies made under it.

Parent's name signed:..... Parent's name printed:.....
Or Guardian Or Guardian

Witness name signed:..... **Witness name printed:**

Please note that witness to this document cannot be a family Member, and each signature must be witnessed separately (but can be by the same person)

Date document signed:.....