



**REVISED**  
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## CONDITIONS OF MEMBERSHIP

1. **I / We acknowledge and agree** that in the membership declaration “club” for the purposes of this membership application and declaration means and includes the Queenscliff Lonsdale Yacht Club Inc., its flag officers, committee, members, servants and agents. “Claim” means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including not limited to negligence but does not include a claim against the club under any right expressly conferred by its constitution (Purposes and Rules) or regulation. “Club Activities” means performing or participating in any capacity in any authorized or recognized Club activity.
2. **The club Constitution (Purposes and Rules)** is a contract between the club and me. I will be bound by it and any By-Laws, regulations or policies made under it.
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, faults, equipment failure and unpredictable weather conditions. I acknowledge that accidents can happen which may result in my 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 Club Activities.
4. **Exclusion of Implied Terms:** I acknowledge that where I am the consumer of recreational services, as defined by the 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.
5. **Release and Indemnity:** In consideration of the Club accepting my application for membership:
  - a. Release and will release the Club from all items 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.
6. **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 the Club will continue to rely upon this declaration as evidence of my fitness and ability to participate.
7. **Consent for Medical Treatment:** If required, the Club will arrange medical or hospital treatment (including ambulance transportation) for me. I authorize 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. **Working With Children (WWCC):** Club Activities require that all volunteers, officials and anyone with direct contact with children at grass-roots sport are required to hold a valid Working With Children permit. This includes, but is not limited to, Race Officers and assistants, coaches, instructors, canteen workers and even people cooking sausages. Adults (including volunteers) regularly involved in sport and their clubs, school or community work where children are present, face tough fines if they do not have Working With Children Checks (WWCC).
8. **Privacy:** I understand that the information I have provided is necessary for the objectives of the club. I acknowledge and agree that the information may be disclosed by the Club to Yachting Australia and will only be used for objectives of the club, Yachting Australia 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.
9. **Copyright and right to use Image:** I acknowledge and consent to photographs being taken of me during my participation in Club Activities and authorize the Club to use such photographs for promotional or other purposes without any 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 to any form of media.
10. **Severance:** If any provision of the 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 validity or enforceability of it in any other jurisdiction.
11. I agree to be bound by the policies of Yachting Australia Inc. as they are published from time to time on their website.
12. I acknowledge that it is my responsibility entirely to ensure my boat complies with the safety prescriptions of Yachting Australia Inc. and that any such safety equipment required under the safety category declared in this application is at all times in proper working order.

**By signing the Membership Application Form, I acknowledge that I have read, understood and agreed** to the above declaration including the warning, exclusion and implied terms, release and indemnify. I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do my application will be null and void.