

TERMS AND CONDITIONS

I, the Applicant, apply to enroll in a Yachting Australia Training Course ("Course") conducted by Sandringham Yacht Club Inc, affiliated with Yachting Australia Inc ("YAI"). If my application for enrolment is accepted I agree to undertake the Course upon and subject to the following terms and conditions:

- (a) **Fees:** The Applicant will pay on enrolment the stated fees for the Course.
- (b) **Exclusion of Liability:** Except where provided or required by law and as such cannot be excluded, the Applicant agrees that it is a term of his/her enrolment that Sandringham Yacht Club Inc and Yachting Australia Inc ("The Providers") are absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of the Applicant undertaking the Course.
- (c) **Release & Indemnity:** In consideration of the acceptance of the Applicant's enrolment application the Applicant, to the full extent permitted by law:
 - (i) releases and forever discharges the Providers from all Claims that he/she may have or may have had but for this release arising from or in connection with him/her undertaking the Course; and
 - (ii) indemnifies, will keep indemnified and will hold harmless the Providers in respect of any Claim by any person including but not only any Member of YAI arising as a result of or in connection with him/her undertaking the Course. In this clause (c) "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 insurance policy or under the YAI Constitution or any Regulations.
- (d) **"Providers":** In this agreement, the term "Providers" shall mean and include: (i) the principal, staff and instructors of Sandringham Yacht Club; (ii) YAI officers & employees, Yachting Australia Training Limited, affiliated Members of YA and other Yacht Clubs; and (iii) where the context so permits, all directors, servants, agents, employees of Providers and other students or persons under the Providers' control and direction.
- (e) **Insurance:** The Applicant acknowledges and agrees that the fees for the Course may include limited personal injury insurance cover. The Applicant may, in his/her own interests, view the full policy wording at www.yachting.org.au.
- (f) **Exclusion of Applicant :** The Applicant warrants that he or she has not at any time been excluded from sailing by a medical practitioner or any person or entity including YAI and its constituent Member Associations and Clubs.
- (g) **Rights of a Consumer:** The Course is a "recreational service" as defined under the Trade Practices Act 1974. Where the Applicant is a consumer, as defined by any relevant law such as the Trade Practices Act 1974 or any Fair Trading Act, then certain terms and rights may be implied into the contract for the supply of the Course for the benefit of the Applicant. These terms and rights, and any liability of the Providers or other supplier flowing from them, are expressly excluded, restricted or modified by the provisions of this contract.
- (h) **Privacy:** YAI has a Privacy policy (available from the website) and that the information the Applicant has provided overleaf is necessary for the conduct of the Course and the objects of YAI. The Applicant acknowledges and agrees that if the Applicant chose to join the Onboard Program overleaf, the information may be disclosed to YAI Member Associations and will only be used for the objects of YAI. The Applicant will be able to access his/her information through YAI.
- (i) **Governing Law:** This contract is governed by the laws of NSW, and the Courts of NSW shall have exclusive jurisdiction to entertain any action in respect of any such agreement.
- (j) **Statement of Understanding:** The Applicant has read, or has had read to him/her the conditions in this form and having understood the same, consents to the activities proposed.
- (k) **Prevailing conditions:** The Applicant acknowledges and agrees that: (i) sailing and the Course can and will be affected by the weather conditions; (ii) the Providers can not control the weather and that the weather conditions may change without warning; and (iii) there is an element of the "luck of the prevailing conditions" in undertaking sailing and the Course.
- (l) **Severance:** If any term(s) or condition(s) of this contract or the application of it to any person or circumstance shall be or become invalid or unenforceable the remaining covenants and conditions shall not be affected but shall be valid and enforceable to the fullest extent permitted by law.

MEDICAL INDEMNITY

- Name of the Applicant _____
- Person to be contacted in case of emergency: Name _____
Relationship to applicant _____ Daytime Phone _____ Mobile _____
- Address _____
- Preferred Doctor/Clinic/Hospital _____
- Any allergies? Yes No If yes, please provide details _____
- Other medical conditions? Yes No If yes, please provide detail _____
Will you require medication during the course? Yes No If yes, please provide details _____

I, the participant, agree that the Providers are to be free and clear of all responsibility whatsoever for any accident or illness during my activities connected with this enrolment unless negligence is proven.

I further authorise Sandringham Yacht Club's officers and staff to obtain such medical assistance as is considered required, and agree to meet any expense thereto.

I am in good health and have no medical conditions which would hamper my ability to learn how to sail. I understand that this exercise can be strenuous activity and I am aware of and accept the risks of participating.

Applicant Signature _____ **Date** _____

Guardian Consent: (for all persons under 18 years) I hereby certify and agree that all the information contained in the Applicant's declaration above is true and accurate. I authorise and consent to the applicant's participation in the above Course and agree to be independently bound by all of the terms of enrolment as set out above.

Guardian Signature _____ **Date** _____ **Relationship to applicant** _____