



ENROLLMENT & MEDICAL INFORMATION / CONSENT FORM

PARTICIPANT DETAILS

Full Name of Applicant: _____

Address: _____

Person to be contacted in case on emergency: _____

Relationship to applicant: _____

Daytime Phone: _____ Mobile: _____

Preferred Doctor/Clinic/Hospital: _____

Does participant have Ambulance Subscription: Yes No

Any allergies? Yes No If yes, please provide details:

Other medical conditions? Yes No If yes, please provide details:

Will participant require medication during the course? Yes No If yes, please provide details:

MEDICAL INDEMNITY

- I, the participant, agree that the Providers and 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 Inc.'s officers and staff to obtain such medical assistance as in considered required, and agree to meet any expenses 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 participation.
- I have read and agree to the conditions as set out overleaf.

Applicant Signature: _____ **(if over 18 years)** **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 : _____

I, the Applicant, apply to enrol in a Yachting Australia Training Course (“**Course**”) conducted by a 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:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

- (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, damage, danger, penalty, cost or expenses 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 Inc.; (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 at an additional fee. 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** –
- (i) YAI has a **Privacy** policy (available from the website) and that the information the Applicant has provided above is necessary for the conduct of the Course and the objects of YAI. The Applicant acknowledges and agrees that the information may be disclosed to YAI Member Associations and Clubs for the purpose of the OnBoard program, and will only be used for the objects of YAI. The Applicant will be able to access his/her information through YAI. If the information is not provided the Applicant's enrolment application may be rejected.
 - (ii) By enrolling in the course, a participant automatically grants to Sandringham Yacht Club Inc. the right, in perpetuity, to make, use and show from time to time and at their discretion any motion pictures, still pictures and live, taped or film or television or other reproductions of him/her during the period of course, without compensation.
- (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 the 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 cannot 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 circumstances 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.