

2012 Bass Coast Board Riders, Swell Mamas Participant Agreement

In consideration of the Organiser accepting my application to participate in Swell Mamas activities I **acknowledge and agree** that:

1. In this agreement: "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence.
"**Organiser**" means and includes SA, SV, other SA affiliated state surfing associations **including BCBRC** and, where the context so permits, their respective directors, officers, members, servants, agents or contractors.
"**SA**" means Surfing Australia Incorporated.
"**SV**" means Surfing Victoria Incorporated.
"**BCBRC**" means Bass Coast Boardriders Club Incorporated.
2. **If my application is accepted I will** participate in the Program. I acknowledge my application will be deemed to be accepted upon my participation in the Program and I acknowledge that I will be bound by and agree to comply with the Program rules, regulations and policies of the Organiser as they relate to the Program.
3. **Warning:** Surfing Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during my participation in the Program including but not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other participants.
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 Program.
4. **Release and Indemnity:** In consideration of the Organiser accepting my application for participation I, to the extent permitted by law:
 - (a) release and will release the Organiser from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program; and
 - (b) indemnify and will keep indemnified the Organiser in respect of any Claim by any person arising as a result of or in connection with my participation in the Program.
5. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in the Program. I will immediately notify the Organiser in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Organiser will continue to rely upon this declaration as evidence of my fitness and ability to participate. I understand and accept that the Program is designed for people who have basic surf skills being beyond the beginner level of surfing, are able to swim 200 metres and are able to catch an unbroken wave, and I meet this criteria.
6. **Medical Treatment:** I consent to receiving any medical treatment that the Organiser reasonably considers necessary or desirable for me during my participation in the Program. I also agree to reimburse the relevant Organiser for any costs or expenses incurred in providing me with medical treatment.
7. **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in the Program. I acknowledge and agree that such photographs and electronic images are owned by the Organiser and that the Organiser may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Organiser using my name, image, likeness and also my performance in the Program, at any time, by any form of media, to promote the Program.
8. **Severance:** If any provision of this agreement 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 agreement or affect the validity or enforceability of it in any other jurisdiction.
9. **Governing Law:** This agreement will be construed in accordance with the laws of Victoria, Australia and the parties agree and submit to the exclusive jurisdiction of the courts in that state.
10. All information I have provided on the attached page is true and correct. I acknowledge this agreement cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by the Organiser.

I acknowledge that I have read and understand the Swell Mamas Welcome Card in all its contents, in particular responsibility for one's own children; the sister surfer system; and that the coordinators of Swell Mamas are not responsible for my safety or for my children's safety. Participation is voluntary and at my own risk. It is ultimately my responsibility to ensure the safety of myself and my child/ren.

By signing and acknowledging where indicated on the attached page, I acknowledge that I have read, understood and agree to the above terms including the warning, release and indemnity.

I acknowledge that it is my responsibility to provide my emergency contact details on my membership form, and to update them as necessary with the Swell Mamas Coordinator/s

Name:

Date:

Signed: