

EVENT ENTRY APPLICATION & DECLARATION

I [insert name] of [insert address]..... hereby apply for entry toOcean Swim. In consideration of my application to enter the Event being accepted I acknowledge and agree that:

1. In this application and declaration:
“Claim” means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SLST by any person entitled to make a claim under a relevant SLST insurance policy.
“SLST” means Surf Life Saving Tasmania Inc and includes its directors, officers, servants or agents, members (including Clubs) and their respective directors, officers, members, servants or agents.
2. I acknowledge my application to enter the Event will be accepted upon notification to me by SLST. I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by SLST in respect to the conduct and management of the Event.
3. **Warning: The Event can be inherently dangerous.** I acknowledge that I am exposed to certain risks during the Event including but not limited to physical exertion, contact with surf lifesaving equipment, body contact with other persons, potential contact with sea creatures and surf, sea, wind and weather conditions including but not only temperatures and ocean currents. I acknowledge that accidents or incidents 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 Event.
4. **Exclusion of implied terms:** I acknowledge that where I am 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 and services may be excluded. I acknowledge that these implied terms and rights and any liability of SLST (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of SLST will, at the discretion of SLST, be limited to the resupply of the services or the payment of the cost of having the services supplied again.
5. **Release & Indemnity:** In consideration of SLST accepting my application to enter the Event I:
 - (a) release and will release SLST 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 Event; and
 - (b) indemnify and will keep indemnified SLST to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in the Event.
6. **Fitness to Participate:** I have been strongly advised to undergo a physical check-up prior to participating in the Event and to present SLST with a medical clearance from my doctor. I declare that I am medically and physically fit and able to participate in the Event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SLST in writing of any change to my medical condition, fitness and ability to participate.
7. **Privacy:** I understand that the information that I have provided on the entry form is necessary for the Event. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of SLST. If the information is not provided my application for entry to the Event may be rejected. I acknowledge that SLST may also use my personal information for the purposes of providing me with promotional material from SLST sponsors or third parties. I may advise SLST if I do not wish to receive any sponsor or third party material.
8. I acknowledge the rights of SLST and any Event sponsors to use, without restriction, any images or photographs captured or taken of me before, during or after the Event. I am aware that I cannot display any advertising, or marketing identification of any sponsor that is in competition with any Event sponsors. This declaration is not an automatic endorsement of the Event sponsors by me, but is to give effect to the rights of the Event sponsors to use images captured in conjunction with the Event, and also preclude competitors from displaying advertising or marketing information.
9. I have provided the information required and signed this form where indicated. I warrant that all information provided is true and correct. I acknowledge that this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SLST.
10. **Severance:** If any provision of this 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 invalidity or unenforceability of it in any other jurisdiction. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for entry to the Event is successful I will be entitled to participate in the Event.

Signed: Date:.....Name:

NOTE: Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I, am the parent or guardian of the applicant. I authorise and consent to the applicant entering the Event. In consideration of the applicant's application for entry being accepted. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept in my capacity as parent or guardian, the terms set out in this application and declaration including the provision by me of a release and indemnity in the terms set out above. In addition I agree to be bound by and to comply with the Event rules, terms and conditions.

Parent's signature:..... Date:Name:

(Where applicant under 18 years of age)