**Tradition Excellence Commitment**

Canoes Plus Racing Team / Canoes Plus, 733 High St, East Kew 3102 Ph: 03 9857 0110 Fax 03 9857 0158

***ACCEPTANCE OF RISK / WAIVER***

I hereby apply for entry to the this Canoes Plus Course / Demo day / Event. In so applying and in consideration of my application for entry to the Event being accepted I acknowledge and agree that:

• 'Canoes Plus' for the purposes of this application and declaration means and includes Canoes Plus Pty Ltd, its members (in- cluding State Associations and Affiliated Clubs) and their respective directors, officers, members, servants or agents.

• If accepted I will be permitted to participate in the Event subject to my complying with the terms and conditions of the Event, Paddle Australia Rules and Bylaws, Paddle Australia Code of Conduct, this declaration and any reasonable direction issued by the Event organisers or their representatives.

• This document cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by Canoes Plus.

• Insurance is in place that provides limited cover to me whilst I am participating in the Event. I understand that this insurance will not cover me for all injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insur- ances over and above the cover provided by Canoes Plus.

• The Event rules and this declaration comprise a contract between me and Canoes Plus. It is necessary and reasonable for promoting and conducting the Event.

• Warning: Participation in the Event can be inherently dangerous. Risks including but not only overexertion, equipment failure, dehydration, serious accidents, weather conditions, water quality and shark attack can and do happen which may result in me being personally injured or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Event.

• Exclusion of Liability: Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my entry to the Event (if accepted) that Canoes Plus is absolved from all liability however arising from injury or damage howev- er caused (whether fatal or otherwise) arising out of my participation in the Event.

• Release and Indemnity: In consideration of Canoes Plus accepting my application for entry to the Event I: release and forev- er discharge Canoes Plus 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 indemnify and hold harmless Canoes Plus to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Event arising as a result of or in connection with my participation in the Event.

• In this clause 8 '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 Event insurance policy.

• Fitness to Participate: I declare that I am and must continue to be 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 Canoes Plus in writing of any change to my fitness and ability to participate. I understand and accept that Canoes Plus will continue to rely upon this declaration as evidence of my fitness and ability to participate.

• Privacy: The personal information you have provided in your entry to the Event is collected, used, disclosed and stored in accordance with the Privacy Policy. Canoes Plus may use and disclose your personal information for the purposes of provid- ing you with member services or promotional material, complying with legal obligations or otherwise. Canoes Plus may use any images taken during the event and retain Copyright and right to use image: I acknowledge and consent to photographs

being taken of me by or on behalf of Canoes Plus during my participation in the Event. I acknowledge that the photographs are owned by Canoes Plus and that Canoes Plus may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event organisers using my name, image, likeness and also my performance

in the Event, at any time, to promote the Event by any form of media.

• Prevailing conditions: The Event and the conduct of, and participation in the Event will be effected by weather and associated conditions. Given there is often an element of the 'luck of the prevailing conditions' in entering and competing in the Event I acknowledge and agree the Event organisers cannot control the weather and associated conditions.

*I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity.*

*I acknowledge that if my application to enter the Event is successful I will be entitled to participate in the Event. I Accept the terms and conditions*

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| NAME |  |
| Signature | Date: |
| Signature: of guardian if under 18 | Date: |