

SYDNEY INTERNATIONAL REGATTA CENTRE INDEMNITY FORM



IMPORTANT NOTICE – PLEASE READ CAREFULLY

It is a condition of Sport and Recreation, Office of Sport, agreeing to permit you (“Visitor”) to participate in activities at the Sydney International Regatta Centre (“SIRC”) that the Visitor completes and signs this Agreement. This Agreement will become a legally binding contract between the Visitor and the Office of Sport once the Visitor signs it. It is important that the Visitor carefully reads and understands the terms of this Agreement, in particular the clauses relating to acceptance of risks, release from claims and indemnity set out on page 2 of this Agreement. If the Visitor requires any help in understanding this Agreement, please ask the staff of the SIRC for assistance.

If the Visitor does not accept the terms of this Agreement the Visitor must immediately leave the SIRC and the Office of Sport will, on request, refund any entry fees the Visitor may have paid.

ACCEPTANCE OF RISK/ RELEASE OF LIABILITY AGREEMENT

ACKNOWLEDGMENT

The Visitor is aware that during the Visitor’s participation in activities at the SIRC, the Visitor will be exposed to certain risks or dangers including, amongst others:

- the Visitor suffering bodily injury; strains; fractures; paralysis; disease; and / or death;
- the Visitor fall into water or being affected by other foreseeable risks associated with rowing, sailing, swimming and using paddles and other equipment-:
- extremes of weather including sudden and unexpected changes-: and.
- The visitor being involved in an accident or contracting an illness (in any case) requiring the assistance of medical services.

OBLIGATIONS

The Visitor agrees:

- to act as a reasonably prudent person when engaging in activities at the SIRC, and to obey and follow the instructions, rules and regulations notified (whether in writing, on signs or otherwise) at any time by SIRC staff, rangers and security officers.
- that the Visitor will not participate in any activity conducted at the SIRC whilst intoxicated or under the influence of alcohol or drugs.
- to advise SIRC staff of any known health problems or medical condition or disability affecting the Visitor and any prescribed medication that may be used in the treatment of such health problems, medical condition or disability.
- to notify SIRC staff of any incident or accident involving personal injury or illness experience by the Visitor or witnessed by the Visitor during the course of any activity at the SIRC.
- that if the Visitor suffers injury or illness at the SIRC, SIRC staff may, at my own cost, arrange such medical treatment and emergency evacuation service, as they shall consider necessary for the Visitor's health and safety.

ACCEPTANCE OF RISK AND RELEASE AND INDEMNITY

The Visitor irrevocably undertakes in favor of the Office of Sport and the Crown in right of New South Wales (the Crown):

(a) the Visitor participates in any activities at the SIRC at the Visitor's own risk:

(b) to the extent permitted by law, to release the Crown and the Office of Sport and its agents, contractors and employees from all liabilities for any actions, claims, demands, losses, damages, costs and expenses arising from any death or injury to any persons and damage to, or loss or, any property, which may be suffered or sustained in or upon the SIRC as a result of the Visitor's participation in any activities at the SIRC.

(c) to indemnify the Crown and the Office of Sport and its agents, contractors and employees against all actions, claims, demands, losses, damages, costs and expenses suffered or incurred in relation to the Visitor's participation in any activities at the SIRC –

and the Visitor agrees that the Office of Sport holds, and may enforce, the release and indemnity in respect of the Crown in paragraphs (b) and (c) above for the benefit of the Crown.

DECLARATION

The Visitor declares that the Visitor is able to swim and that the Visitor does not suffer from any illness, ailment or incapacity that may hinder or affect the Visitor's ability to swim or which may prevent the Visitor from participating in activities at the SIRC.

The Visitor confirms that the Visitor has read and understood this Agreement prior to signing it, and it shall be binding upon the Visitor's heirs, executors, assigns and next of kin. The Visitor also confirms that the Visitor understands that the Office of Sport will rely on this Agreement.

The Visitor is eighteen years or older

Privacy Disclosure

The Office of Sport will collect personal information about the Visitor if the Visitor signs this agreement. In most cases, the Visitor can gain access to, and seek correction of, this personal information by contacting the Office of Sport. The Visitor can contact the Office of Sport by telephoning (02) 4730 0000 or writing to the Office of Sport c/o Sydney International Regatta Centre PO Box 507, Cranebrook NSW 2749, marked to the attention of Mr Kevin Flynn.

The purpose for the collection of this personal information is for the use in the event of an emergency in which the Visitor required urgent medical attention or the Office of Sport requires the Visitor to release or indemnify it under the terms set out in this form. The Office of Sport may disclose this personal information to:

- (a) persons or organisations which provide medical treatment in the event of an emergency in which the Visitor requires urgent attentions: and
- (b) to its legal advisers for the purpose of obtaining legal advise.

The terms of this disclosure statement are acknowledged.

Last Name _____ **First Name** _____

Full Name of Child(ren) / wards _____



Address _____

Suburb _____ State _____ Post Code _____

Telephone () _____ Male Female (please circle)

Health problems/Medical conditions or disability (please specify including treatment): _____

*Signature _____ Date ____ / ____ / ____

* If this Agreement is being signed by a parent or guardian in respect to any child(ren) / ward(s), the terms of this Agreement apply also in respect of each such child / ward.

** Child / ward Signature _____

Date ____ / ____ / ____

** To also be signed by child(ren) / ward(s) aged 16 or 17 years.