

## APPLICATION FOR MEMBERSHIP AND MEMBERSHIP RENEWAL

I have read the Risk Warning below, agree to be bound by the acknowledgements and indemnity, become a financial member and abide by the Rules, Regulations and Constitution of A12SC.

Family Name	First Name	E-mail Address	D.O.B.	Signature of member

POSTAL ADDRESS:.....

PHONE: Home ..... MOBILE Numbers:.....

**NEW MEMBERS ONLY**

PROPOSER'S NAME..... SIGNATURE.....

SECONDER'S NAME..... SIGNATURE.....

**CONSENT FOR THOSE UNDER 18 YEARS**

I..... (Parent/guardian) have read the Risk Warning below, agree to be bound by the acknowledgements and indemnity, give my consent for the above proposed member(s) to join the A12SC and undertake to comply with the conditions laid down by the Club, including that a parent or carer of my child is required to be at the club while all sailing activities are in progress. I declare that the proposed member(s) is able to swim 50 metres unassisted and are capable of taking care of themselves ashore and on or in the water under normal circumstances. I understand that they must wear an approved PFD (Personal Flotation Device) and I accept full responsibility for their safety whilst undertaking Club activities.

Signed..... Date...../...../.....

**PHOTO PERMISSION FOR ALL MEMBERS**

A12SC maintains a webpage to promote the club's activities and as a means of communicating to the wider community. As part of this there will be times when we publish photos of members participating in club events. If you **DO NOT** want photos of you or your children published on the club's webpage or on other promotional material, such as newsletters, newspaper articles, magazines etc, please sign below.

I **DO NOT** give permission for A12SC to publish photos of my family. Signed.....Date ...../...../.....

**RISK WARNING – all members must read the Risk Warning, Liability and Use of A12SC Owned Boats, and sign the acknowledgment in the table ABOVE.**

**1. RISK WARNING**

1.1 This Risk Warning is issued by Abbotsford 12ft Sailing Club (A12SC) pursuant to the Civil Liability Act 2002 to all persons wishing to participate in sailing activities conducted by A12SC or from its clubhouse.

1.2 Participants are warned that, regardless of the precautions, which might be taken by reasonable and experienced persons, sailing can be a dangerous pursuit and participants are exposed to significant risk of property damage, physical harm and possibly death.

1.3 As an indication, these risks may include, but are not limited to

- *The extremes of weather and sea conditions;*
- *The potential that control of vessels may be lost, resulting in collision with objects and other vessels;*
- *The sudden movement of the vessel at any time and the possibility that participants may fall or be thrown overboard, resulting in drowning;*
- *The possibility that participants may be injured by equipment on the vessel;*
- *The absence of immediate medical care and the likelihood that significant delays may occur before medical care is available;*
- *Exposure to the elements for extended periods.*

1.4 A12SC also warn participants that regardless of their best intentions, they may be unable to render assistance to participants who are in distress. Participants are warned to consider the above risks and all other risks before deciding to participate in any sailing event with A12SC or which take place from the A12SC clubhouse.

1.5 Participants are also advised that although A12SC is covered by third party liability insurance, this cover does not extend to participants. Any participant who considers they have a need for insurance must make their own private arrangements with an insurer. A personal accident insurance policy is available with subscription to membership of Australian Sailing.

2. **LIABILITY**

2.1 The attention of all participants in either the A12SC sailing activities or in any sailing activities or programs conducted from the A12SC clubhouse is drawn to the Risk Warning in Clause 1 above in addition to the current Racing Rules of Sailing (specifically, Part 1 *Fundamental Rules* and Rule 4 that covers the decision to race).

2.2 Each participant acknowledges that he or she

- *Has read the Risk Warning, Release of Liability and Conditions*
- *Participates in sailing activities conducted by A12SC or from its clubhouse at his or her own risk and responsibility*
- *Excludes. A12SC from all liability, including but not limited to, liability for negligence;*
- *Accepts that A12SC is not responsible for the seaworthiness of any boat whose entry is accepted or adequacy of its equipment but that A12SC reserves the right to refuse any entry; and,*
- *Indemnifies A12SC for all claims arising from an act or omission of the participant.*

3. **INSURANCE**

3.1 Participants in sailing activities are not covered by A12SC insurance for:

- *Loss or injury they may sustain while participating in sailing activities;*
- *Damage to persons or property suffered by third parties caused by the participant.*

3.2 Any member of A12SC who participates in sailing activities must maintain insurance from a reputable insurer for third party liability for an amount of not less than \$10,000,000.

4. **USE OF BOATS OWNED BY A12SC**

4.1 Notice is given to all members, visitors or licensees who charter, use, or crew on any A12SC Boat whether for the purpose of participating in A12SC races, or undertaking sailing lessons, instructions, or who operates, crews or is a guest on any safety boat, **the A12SC being an amateur sailing club:**

- *Does not accept any responsibility whatsoever for any loss, damage or injury which may be sustained by any person as a result of the authorised or unauthorised use of any A12SC Boats, or any of the equipment made available by A12SC;*
- *Does not accept any responsibility for any loss, damage or injury which may be sustained by any person caused either directly or indirectly by any failure of any of the equipment provided with A12SC boats and rescue boats, including for example but not limited to its spars, ropes, sails, hull, rudder, tiller or tiller extension, centre board, blocks, anchors, outboard engines or any parts thereof; and*
- *every person who charters, operates, uses or crews on any sailing or safety boat does so at his or her own risk; and*
- *In consideration for the use or charter of an A12SC sailing boat or safety boat any member, guest or licensee who sustains any loss, damage or injury operating or crewing on such boats releases and discharges the A12SC, the members of its committee and members of the A12SC (jointly and severally) from all and any suits, actions or claims he or she may assert or have arising at law or otherwise and he or she acknowledges and agrees that this release may be relied upon as a complete defence thereto.*

4.2 All members, licensees, visitors and guests acknowledge and agree

- *That the provision of the safety facility operated by the A12SC through a Safety Boat is a **voluntary facility** provided by the A12SC and*
- *That the exclusions from liability and releases provided above shall be applicable to, and binding on all members, licensees, visitors and guests in the event that any of them sustain any loss, damage or injury while being rescued, or seeking to be rescued, or in need of being rescued.*
- ***No person under the age of 16** may drive any of the A12SC safety boats.*
- *Any person at the helm of an A12SC safety boat who does not hold a general boat licence must not exceed a speed of 10 knots (10 knots being the speed at which an accelerating boat will start to plane).*

5. **VOLUNTEERING**

Our Club has been in existence for over 80 years principally through the efforts of our volunteers. At certain times in our canteen we require volunteers with a Responsible Service of Alcohol Certificate, our skippers on the support boats require a general Boat Licence and we need people with a Senior First Aid Certificate. If you hold any of these we would appreciate being able to update our records and ask you to complete details below:

Name	RSA, First Aid or Boat Lic.	Cert / Lic. Number	Provider First Aid	Expiry Date

Office Use Only

**PAYMENT RECEIVED BY TREASURER OR ASSISTANT TREASURER**    Signed \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

DATE DISPLAYED ON CLUB NOTICEBOARD (NEW MEMBERS ONLY)

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