



Melbourne Rowing Club Membership Waiver

Waiver

I understand and acknowledge that rowing is an activity that may cause injury. I participate in all Melbourne Rowing Club activities or external regattas and events at my own risk. I hereby release exempt and indemnify Melbourne Rowing Club, its management committee, its sponsors and agents in respect of all liability whatsoever and however caused whether by negligence or otherwise which may arise in connection with my participation in Melbourne Rowing Club activities or external regattas and events and agree that any conditions implied by the Australian Consumer Law and Fair Trading Act 2012, to the extent I agree to waive them as set out under the “WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012” below are excluded. This release continues forever and binds my heirs, successors, executors, administrators, personal representatives and assigns.

Application for Membership

I declare that I desire to become an ongoing member or 30-day member of Melbourne Rowing Club Incorporated as indicated in the online application and Terms on Melbourne Rowing Club website. In the event of my admission as a member, I agree to be bound by the rules of the Association for the time being in force. I declare that I am a bona fide amateur according to the definition thereof from time to time contained in the rules of the Rowing Australia Incorporated. I declare that I am capable of swimming 50m in full rowing uniform.

For Applicant under 18

I agree to my child taking part in the activities of the Club and understand that these activities will not necessarily be supervised by club officials or coaches. I understand that in the event of any injury or illness all reasonable steps will be taken to contact me, and, having parental responsibility for the above child, I give permission for first aid to be administered or, where considered necessary, treatment by a suitably qualified medical practitioner. If I cannot be contacted and my child should require emergency hospital treatment, I authorise a qualified medical practitioner to provide emergency treatment or medication.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the provisions of the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this Waiver and Melbourne Rowing Club website online application is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and

- are fit for the purpose for which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you complete the online application on Melbourne Rowing Club website and agree to the Terms, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in the application process.

NOTE: The change to your rights, as part of the application process, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence", in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

By accepting the Terms of our Membership online, you are acknowledging this Waiver.