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## INDEMNITY FORM

**In consideration of Organisers accepting my application to participate in the Program below, I acknowledge, understand and agree that:**

1. "Organisers" for the purpose of this declaration means the Salty Surf School and includes, where the context so permits, Surfing Australia Inc ("SA"), SA affiliated state surfing associations and their respective directors, officers, members, servants or agents.

2. Warning: Participating in the Program can be inherently dangerous. I understand the nature and requirements of the Program and acknowledge that serious accidents can and often do happen which may result in me being seriously injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.

3. Physical Fitness: I must not participate in the Program if I have any injury, disability, medical or health condition that may increase the risk of me becoming injured unless I have told Salty Surf School about it and they have authorised me to participate. I declare that I am medically and physically fit and able to participate in the Program and I will immediately notify Salty Surf School of any change to my fitness and ability to participate. I understand and accept that Salty Surf School will continue to rely on this declaration as evidence of my fitness and ability to participate.

4. Instructions: I will at all times comply with the instructions and safety procedures of Salty Surf School.

5. Medical Treatment: If required, Salty Surf School will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by Salty Surf School and agree to meet all costs associated with such action.

6. Release & Indemnity: My participation in the Program is entirely at my own risk and I agree to:

(a) release and forever discharge Salty Surf School from all liability and Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program;

(b) indemnify and hold harmless Salty Surf School to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Program arising as a result of or in connection with my participation in the Program.

*In this clause 6 "Claims" means and includes any action, suit, proceeding, claim, demand, penalty, cost or expense however arising (including negligence, trespass to the person or for breach of implied terms in the sale of services under section 74 of the Trade Practices Act (1974) Cth and equivalent provisions contained in State sale of goods or fair trading legislation).*

7. Identity: Photographic and or visual images taken by Salty Surf School of my participation in the Program may be used for general promotion of Salty Surf School activities.

8. Privacy: I understand that the information provided by me in this form is necessary for the operation of the Program. I acknowledge and agree that the information will only be used for the objects of Salty Surf School and to provide me with information pertaining to the Program and Salty Surf School activities. I understand that I will be able to access my information through Salty Surf School upon request. If the information is not provided I might not be permitted to participate in the Program.

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

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Surfer's Medical Information (confidential) - please indicate any medical conditions that coaches should be aware of:

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Signed: \_\_\_\_\_

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

I, (please print name) \_\_\_\_\_ am the parent or guardian of the applicant. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent/Guardian's signature (where applicant is under 18 years old): \_\_\_\_\_

Date: \_\_\_\_\_