

## MEMBERSHIP OF TERRIGAL TROTTERS INC.

(Incorporated under the *Associations Incorporation Act 2009*)

**Name:** .....

**Email Address:** .....

**Mobile Phone Number:** .....

**Gender:** ..... **Date of Birth:** .....

*(The mobile phone number and email address will only be used to contact the member with reference to official Terrigal Trotters Incorporated business. The Gender and Date of Birth Information will only be used for Event classifications and results calculations.)*

**Emergency Contact Name:** .....

**Relationship:** ..... **Mobile Phone Number:** .....

*(This information will only be used in the event of an emergency.)*

In consideration of Terrigal Trotters Inc. (ABN 84 506 919 570) (the Association) accepting my application for membership, or my renewal of membership for the relevant financial year, I AGREE:

- to be bound by the rules of the Association as set out in the Association's Constitution, including the Member Protection Policy and Code of Behaviour; and
- to be bound by the Terms and Conditions set out below when participating in any event organised, conducted, or promoted by the Association (an Event).

### TERMS AND CONDITIONS

#### 1 Preliminary

- (1) I will participate in a safe and responsible manner at all times, taking care not to risk my own welfare, the welfare of other participants, or the welfare of the Association and acknowledge that failure to do so may result in disciplinary action being taken in accordance with Clause 12 of the Constitution.
- (2) I will comply with all reasonable directions given to me by a representative of the Association during Association Events.
- (3) I acknowledge that I am responsible for taking out cover in the form of personal accident and public liability insurance.

#### 2 Assumption of Risk (Risk Warning)

- (1) I acknowledge that participating in Events on roads, footpaths, trails and at other venues can be a dangerous activity and can involve inherent risks. Such risks to include, but are not limited to, the risk of personal injury to myself and others.
- (2) I am aware of the risks referred to in clause 2(1) and I also acknowledge that accidents causing death, bodily injury, disability, property damage and economic loss can and do happen at any time and anywhere. I acknowledge that my participation in Association Events is at my own risk.
- (3) I am responsible for ensuring that I have adequately and appropriately prepared myself both physically and mentally before participating in Association Events.

**3 Exclusion of Liability**

To the maximum extent permitted by law, under no circumstances will the Association, its officials, servants, representatives, agents and sponsors (or any of their respective representatives), be liable for my death, personal injury, loss or damage (including loss or damage to property) arising from, caused by, or in any way associated with, my participation in an Association Event howsoever caused including where such liability arose from the negligence, breach of contract, or breach of statute, by the Association.

**4 Release**

With effect on and from the date of these Terms and Conditions, I release and discharge the Association, its officials, servants, representatives, agents and sponsors (and any of their respective representatives), from all claims and liabilities of any nature that I may suffer or incur arising from, or in any way connected with, or incidental to, my participation in an Association Event notwithstanding that such claims or liabilities may have been suffered or incurred solely or partly by the negligence of the Association.

**5 Indemnity**

I will indemnify the Association, its officials, servants, representatives, agents and sponsors (and any of their respective representatives), against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Association, its officials, servants, representatives, agents and sponsors (and any of their respective representatives), caused by, or arising out of any act, matter or thing done, permitted or omitted to be done by me, in or at an Association Event.

**6 Images**

I consent to the Association taking, retaining and reproducing the image and likeness of me in any way pertaining to my membership or my involvement in an Association Event. I agree that any such images or likeness may be used by the Association in reporting or marketing materials including online publications without any further notice or payment to me.

**7 Other**

- (1) The Association reserves the right, in its absolute discretion, to refuse an application for membership, or to cancel a membership in accordance with the Constitution.
- (2) These Terms and Conditions and the documents referred to above including the Association's Constitution, contain the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.
- (3) I have been given the opportunity to seek independent legal advice prior to agreeing to these Terms and Conditions and I am signing them voluntarily.
- (4) These Terms and Conditions are governed by the laws of New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

Applicant Signature: ..... Date: .....

Guardian Signature: ..... Date: .....  
(If Applicant is under 18 years of age)