



# SAFE SURFING PROGRAM DECLARATION



In consideration of the Organisers accepting this application to participate in the Program, and by signing in the table below The School understand and agree that:

1. **"Organisers"** for the purposes of this declaration means 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. **"The School"** for the purposes of this declaration means and includes, teachers, organisers, helpers and students that participate or authorise involvement in the safe surfing program.
3. **Warning:** Participating in the Safe Surfing program ("the Program") can be inherently dangerous. I acknowledge that there are certain risks during the Program including but not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other participants. I acknowledge that accidents can and often do happen which may result in injury or even death, or property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.
4. **Physical Fitness:** People must not participate in the Program if they have any injury, disability, medical or health condition that may increase the risk of injury unless the Organisers are told about it and they have given authorization for participation. Participants must be medically and physically fit and able to participate in the Program and I will immediately notify the Organisers of any change to my fitness and ability to participate.
5. **Instructions:** At all times comply with the instructions and safety procedures of the Organisers.
6. **Medical Treatment:** If required, the Organisers will arrange medical or hospital treatment (including ambulance transportation) for participants. The School agrees to meet all costs associated with such an action.
7. **Exclusion of Implied Terms:** The School is a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Organisers (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Organisers will (at the discretion of the relevant Organiser) be limited to the resupply of the services or payment of the cost of having the services supplied again.
8. **Release & Indemnity:** Participation in the Program is entirely at The Schools own risk and agrees, to the extent permitted by law to:
  - (a) release and forever discharge the Organisers from all liability and Claims that may occur from or in connection with participation in the Program;
  - (b) indemnify and hold harmless the Organisers 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 participation in the Program.

In this clause 7 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against the Organisers under any right expressly conferred by their respective constitutions or regulations.
9. **Identity:** Photographic and or visual images taken by the Organisers of participants in the Program may be used for general promotion of the Organiser's activities without the personal conformation.
10. **Privacy:** The information provided in this form is necessary for the operation of the Program. By signing this form The School acknowledges and agrees that the information will only be used for the objects of the Organisers and to provide information pertaining to the Program. Information requested by the by Organiser is required from The School, and will be accessible the upon request. If the information is not provided The School might not be permitted to participate in the Program.
11. **Severance:** If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this m declaration or affect the validity or enforceability of it in any other jurisdiction.

The authorisation for the table below requires the information and signature of the correct and appropriate person from The School. The School expressly agrees to be responsible for the participation of each of the participants in the Program and agrees to accept the conditions set out in this declaration.

<b>Name of Authorisor:</b> .....	<b>Position at The School</b> .....
<b>Work phone:</b> .....	<b>Address:</b> .....
	<b>City</b> .....
	<b>Postcode:</b> .....
<b>Email</b> .....	<b>Signature</b> .....
	<b>Date</b> .....