

1. **Definitions:**

In this Application and Declaration:

- "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with The Event, but does not include:
- (i) a claim against Rotary by any person expressly entitled to make a claim under a Rotary insurance policy; or
  - (ii) a claim against Rotary under any right expressly conferred by its constitution or regulations.
- "**The Event**" means "the 2020 Silos, Plains, Lakes and Art Tour Rotary Ride for Research Dollars" and all associated activities.
- "**Rotary**" means Rotary International District 9810 Inc. A0053283B, its affiliated Clubs and its members

2. **Risk Warning and Waiver:**

Your participation in the Event is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Event and accidents can and often do happen which may result in personal injury, death or property damage. Prior to undertaking the Event, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By agreeing to these terms and conditions, you acknowledge, agree, and understand that participation in the Event may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

3. **Waiver:**

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).

If you agree to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to the Event or associated activities that you undertake because the Event or associated activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

4. **For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:**

By agreeing to these terms and conditions, you agree that the liability of Rotary in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease; or
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - (A) that is or may be harmful or disadvantageous to you or the community; or
  - (B) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or associated activities, is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

5. **For recreational services to which the Australian Consumer Law (Victoria) applies:**

Warning under the *Australian Consumer Law and Fair Trading Act 2012* (Vic): Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named in this application and declaration, Rotary, is required to ensure that the recreational services it supplies to you:

- (i) are rendered with due care and skill;
- (ii) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- (iii) 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* (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you agree to these terms and conditions, you will be agreeing that

your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this application and declaration.

**Note:** The change to your rights, as set out in this application and declaration, 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* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

6. **Exclusion of rights under the Australian Consumer Law (Victoria):**

By agreeing to this application and declaration, you agree that the liability of Rotary for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012* (Vic)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

7. **Release & Indemnity:**

In consideration of Rotary accepting your application you, to the extent permitted by law:

- (i) release and forever discharge Rotary from all Claims that you may have or may have had but for this release arising from or in connection with your participation in the Event;
- (ii) release and indemnify Rotary against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by Rotary or in any other manner whatsoever; and
- (iii) indemnify and will keep indemnified and hold harmless Rotary to the extent permitted by law in respect of any Claim by any person:
  - (A) arising as a result of or in connection with your undertaking the Event; and
  - (B) against Rotary in respect of any injury, loss or damage arising out of or in connection with your failure to comply with Rotary's rules and/or directions, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of Rotary.

8. **Insurance:**

You acknowledge and agree that Rotary has arranged some limited insurance coverage which may provide you with some protection for loss, damage or injury that you may suffer during your participation in the Event. However, you acknowledge and agree that any insurance taken out by Rotary may not provide full indemnity for loss, damage or injury that you may suffer during your participation in The Event and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account Rotary insurance arrangements and your own circumstances.

9. **Disclosure of Medical Conditions:**

You warrant that prior to undertaking the Event you:

- (i) are and must continue to be medically and physically fit and able to undertake and participate in the Event;
- (ii) are not a danger to yourself or to the health and safety of others;
- (iii) have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
- (iv) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in the Event.

You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that Rotary relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during the Event to Rotary.

10. **Consent to Medical Treatment:**

If you suffer any injury or illness, you agree that Rotary may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse Rotary for any costs or expenses incurred in providing such medical treatment.

11. **Exclusion of Applicant:**

You warrant that you have not at any time been excluded from the Event, or similar activity, by a medical practitioner or any person or entity including but not limited to Rotary. You acknowledge and agree that Rotary may demand a

medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking the Event.

12. **Safety:**

You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement the Event, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by and/or directions of Rotary in connection with the Event. If you fail to comply with the rules and/or directions of Rotary, you will not be permitted to participate or to continue to participate in the Event and no refund will be given.

13. **Prevailing conditions -**

You acknowledge and agree that:

- (i) The Event may be affected by the weather which may change without warning; and
- (ii) in such activities, there can be an element of the "luck of the prevailing conditions" when undertaking the Event over which Rotary has no control.

14. **Acceptance:**

Performance of Rotary's obligations under the contract may be effected by any one or more of the providers of the Event either jointly or severally.

15. **Bar to proceedings:**

Rotary may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against Rotary, you:

- (i) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
- (ii) waive any right to object to the exercise of such jurisdiction;
- (iii) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by Rotary) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by Rotary to remove the proceedings to the jurisdiction in which any incident occurs;

- (iv) will pay the costs of any application made by Rotary under paragraph (iii) above and will consent to any application for security of costs made at any time by Rotary; and
- (v) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of Rotary, where Rotary successfully defends the proceedings.

**16. Use of Image:**

You acknowledge and consent to photographs and electronic images being taken of you during your participation in the Event. You acknowledge and agree that such photographs and electronic images are owned by Rotary and Rotary may use the photographs for promotional or other purposes without your further consent being necessary.

**17. Privacy:**

You understand that the personal information you have provided in your application is necessary for the conduct and management of the Event and other related activities across Victoria, and that it is collected in accordance with Rotary's Privacy Policy (available from the Rotary District 9810 Website). You acknowledge that Rotary may use or disclose your personal information for the purposes of providing you with services or promotional material or otherwise in accordance with the Rotary Privacy Policy. Rotary may share your information with third parties such as affiliates and other organisations involved in Rotary (including but not limited to Rotary International and Rotary Clubs) and other related activities in Victoria or Australia; companies engaged by Rotary to carry out functions and activities on Rotary's behalf including direct marketing; Rotary's professional advisers, including Rotary's accountants, auditors and lawyers and Rotary's insurers; however your information is not generally disclosed to anyone outside Australia by Rotary, other than to Rotary International. Rotary cannot guarantee that parties who Rotary discloses your personal information to will not disclose your information to parties outside of Australia. Rotary may publish your name and results from the Event in official programs, newsletters and websites. You understand that the Rotary Privacy Policy contains information about how you may access and request correction of your personal information held by Rotary, make a complaint about, or seek further information regarding, Rotary's treatment of your personal information and provides information about how a complaint will be dealt with by Rotary. You acknowledge that your application may be rejected if the information is not provided. If you do not wish to receive promotional material from Rotary sponsors and third parties you must advise Rotary in writing or via the opt-out procedures provided in the relevant communication (if any).

18. **Entire agreement:**

This application and declaration (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the Event and supersedes all other agreements, understandings and representations and negotiations with Rotary in relation to the Event. To the extent that any clause of this application and declaration is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

19. **Governing Law:**

The governing law of this application and declaration is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

20. **Warranty:**

You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you amend this application it may be null and void and may not be accepted by Rotary.

21. **Statement of Understanding:**

You have read, or have had read to you the above terms and conditions and having understood the same, you consent to the activities proposed.

22. **Financial Declaration:**

In applying for participation in the Event, you acknowledge and declare that you have paid all relevant fees Rotary. Rotary reserves the right to decline any application from an individual who has not paid any outstanding fees to Rotary.

**Declaration**

In order to proceed, you must have read and agreed to the terms and conditions of membership contained in this application and declaration. By accepting these terms and conditions, you declare that you have read, understood, acknowledge and agree to the terms and conditions of participation including the exclusion of implied terms, warning, assumption of risk, release and indemnity. By accepting this application and declaration, you agree that if your application is accepted, you will be bound by these terms and conditions.

**\*\*\*Where the applicant is under 18 years of age this application and declaration must also be accepted by the applicant's parent or legal guardian:**

As parent or guardian of the applicant, you authorise and consent to him/her participating in the Event. In consideration of this application being accepted, you expressly agree to be responsible for the applicant's behaviour and agree to accept in your capacity as parent

or guardian, the terms set out in the application and declaration, including the provision by you of a release and indemnity in the terms set out above. Further, you have read, understood, acknowledge and agree to, and have fully explained to the applicant, the terms and effect of this application and declaration, including the warning, exclusion of implied terms, release and indemnity. You acknowledge that the applicant has read the application and declaration and together with your explanation the applicant has, to the best of your belief, understood the terms and effect of the application and declaration, including the warning, exclusion of implied terms, release and indemnity.

Dated this                                      day of                                      20 .

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Signed  
Full Name: