



TEMPORARY MEMBER (CORPORATE/DRAGON PASS) TERMS & CONDITIONS

I hereby apply to participate in the Sporting Activities of the Sport governed by DragonBoat SA (DBSA). In consideration of my application for participation being accepted I acknowledge and agree that:

1. In this application and declaration:

"Claim" 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 a DBSA under any right expressly conferred by its constitution or regulation.

"DBSA" means DragonBoat SA Incorporated and, where the context so permits, its respective directors, staff officers, members, servants or agents.

"Club" means a Full Member for the time being of DBSA in accordance with clause 5 of the DBSA Constitution.

"Sport" means the sport of dragon boat racing.

"Sporting Activities" means performing or participating in the Sport in any capacity which includes, but is not limited to, participation in training, competitions, coaching or as an official.

2. If my application for participation is accepted, I acknowledge that I will be bound by and agree to comply with all rules applying to the Sporting Activities and the constitution, regulations, policies and directions of DBSA and the Club. I understand this form is only applicable for my participation up to a maximum of twenty-eight (28) days or until I become a Registered Participant of a Club or DBSA (as that expression is defined in the DBSA Constitution), whichever first occurs, during the 2022/2023 season (1 July – 30 June). I accept that this form may be stored for up to five (5) years and beyond by DBSA and/or the Club. I will comply with all directions given by the Club and DBSA.
3. I acknowledge that I am exposed to certain risks during sporting activities and that accidents may happen which may result in injury, illness or death, or my property being damaged. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in the sporting activities.
4. Exclusion of Implied Terms: I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of services may be excluded.
I acknowledge that these implied terms and rights and any liability of DBSA and the Club flowing from them, are expressly excluded to the extent possible by law, by this application and declaration. To the extent of any liability arising, the liability of DBSA and/or the Club will, at the discretion of DBSA and/or the Club as the case may be, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.



5. Release and Indemnity: In consideration of DBSA and the Club accepting my application for participation I, to the extent permitted by law:
 - (a) release and will release DBSA and the Club from all Claims that I may have or may have had but for this release arising from or in connection with my participation in any Sporting Activities; and
 - (b) indemnify and will keep indemnified DBSA and the Club in respect of any Claim by any person arising as a result of or in connection with my participation in any Sporting Activities.
6. Insurance: I understand that during my participation in the sport under the supervision of DBSA, a Club or any other approved party that I will be provided with various forms of temporary insurance coverage. Details on this coverage can be found online at <https://vinsurancegroup.com/dragonboat/>.
7. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the Sporting Activities. I will immediately notify DBSA and the Club in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that DBSA and the Club will continue to rely upon this document as evidence of my fitness and ability to participate.
8. Medical Treatment: I consent to receiving any medical treatment that the DBSA and the Club reasonably considers necessary or desirable for me during my participation in Sporting Activities. I also agree to reimburse DBSA and the Club for any costs or expenses incurred in providing me with medical treatment.
9. Right to Use Imagery: I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Sporting Activities. I acknowledge and agree that such photographs and electronic images are owned by DBSA and/or the Club and each of them may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to DBSA and the Club using my name, image, likeness and also my performance in the Sporting Activities, at any time, by any form of media, to promote the Sporting Activities.
10. Privacy: I understand that the personal information I have provided in this form is necessary for the objects of DBSA and the Club. I acknowledge and agree that the personal information will be disclosed by DBSA and the Club only to pursue its objects and general business. I understand that I will be able to access the personal information on request. If the personal information is not provided by me, my participation application may be rejected.

I acknowledge that DBSA and the Club may also use my personal information for the purposes of providing me with promotional material from DBSA's sponsors or third parties. I may advise DBSA and the Club if I do not wish to receive any sponsor or third party promotional material.



11. Severance: If any provision of this application and 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 application and declaration or affect the validity or enforceability of it in any other jurisdiction.
12. I have provided the information required and signed this application and declaration. I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it, my application will be null and void and it will not be accepted by DBSA and the Club.

I declare that I notified the relevant authorities whether I am able to swim more than 50m fully clothed.

I declare that I am medically fit to undertake sporting activities with the sport.

I agree to accept and be bound by and agree to comply with the rules applying to the sporting activities and the constitution, regulations, policies and directions of DBSA and the club.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.

Where the applicant is under 18 years of age this application and declaration must be completed by the applicant's parent or legal guardian.