



Attachment (a)

## Terms and conditions.

### Terms and Conditions of Membership of Southside Paddlers Incorporated

In applying and in consideration of my application for membership being accepted I **acknowledge and agree** that:

1. **"(SSP)"** for the purposes of this membership application and declaration means and includes 'Southside Paddlers' incorporated, its members and where the context so permits, their respective directors, officers, members, servants or agents.
2. **If accepted I will be a member** of SSP.
3. **This document cannot be amended.** If amended or altered in any way, my application will be null and void.
4. **The SSP Constitution** is a contract between me and SSP. I acknowledge and agree to comply with the Constitutions and By-Laws of SSP
5. **PaddleNSW Inc Insurance** is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised SSP activity (*For insurance details contact PNSWI*.) I can, in my own interests, seek and obtain personal insurances over and above the cover provided by PNSWI.
6. **Warning:** Paddling can be inherently dangerous. Serious accidents can and do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in paddling.
7. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my membership (if accepted) that SSP is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and/or participation in any SSP Activity.
8. **Release and Indemnity:** In consideration of PNSWI accepting my application for membership:
  - (a) I release and forever discharge SSP from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any SSP Activity; and
  - (b) I indemnify and hold harmless SSP to the extent permitted by law in respect of any Claim by any person including but not only another Member of SSP arising as a result of or in connection with my membership and/or participation in any SSP Activity.

In this **clause 8 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant PNSWI insurance policy or under the SSP Constitution or any By-Laws.
9. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in any SSP activity. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SSP in writing of any change to my fitness and ability to participate. I understand and accept that SSP will continue to rely upon this declaration as evidence of my fitness and ability to participate.
10. **I have provided the information required** and I warrant that all information provided is true and correct.
11. **Privacy:** I understand that the information I have provided elsewhere in the membership application is necessary for the Objects of SSP. I acknowledge and agree that the information disclosed by me to SSP will only be used for the Objects of SSP and to provide me with membership services. I understand that I will be able to access my information directly from SSP. If the required information is not provided my membership application may be rejected.

I acknowledge that SSP may also use my personal information for the purposes of providing me with promotional material from PNSWI. SSP sponsors or third parties. I may advise SSP if I do not wish to receive from SSP, any SSP sponsors, or third parties promotional material.
12. **Copyright in photographs and right to use:** I acknowledge and consent to SSP taking photographs of me during my participation in SSP Activities. I acknowledge that the photographs are owned by SSP and that SSP may use the photographs for promotional or other purposes without my further consent being obtained.