

Terms and Conditions of Membership

1. In this membership 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 Paddling Organisation under any right expressly conferred by its constitution or regulation.

PA means Paddle Australia Limited.

Paddling Activities means performing or participating in any capacity in any activity organised, authorised or recognised by a Paddling Organisation.

Paddling Club means any canoeing, kayaking, paddling or other club which is affiliated with PA or a Member State.

Paddling Organisation means and includes PA, State Paddle Associations or Paddling Clubs and where the context so permits, their respective directors, officers, members, servants or agents.

2. **State Paddle Association** has the same meaning as Member State in the PA constitution and, where the context so permits, the affiliated State Paddle Association (Member State) in respect of which you apply to become a member. **If my application for membership is accepted I will be a member of PA.** I acknowledge my application will be considered and may be accepted or rejected in accordance with the Paddling Organisations' governing Rules. If accepted, I acknowledge that:

- (a) I will be bound by and agree to comply with the constitutions, rules and policies of the Paddling Organisations, as amended or replaced from time to time (**Rules**); and
- (b) the Rules are necessary and reasonable for promoting the Paddling Organisations and Paddling Activities; and
- (c) neither membership nor any Rule gives rise to any:
 - (i) proprietary right of mine in, to or over any Paddling Organisation or its property or assets;
 - (ii) automatic right of mine of renewal of my membership of PA; or
 - (iii) subject to any relevant law, right to natural justice, unless expressly provided for in the relevant Rules.

3. **Warning.** Paddling Activities can be inherently dangerous. I understand that I am exposed to certain risks during Paddling Activities, including but not limited to:

- (a) other participants acting dangerously or with a lack of skill;

- (b) conditions that may be hazardous and that may vary without warning or predictability;
- (c) organisers, officials, watercourse owners/operators and any agents or representatives of any of them, in charge of an event, being obliged to make decisions under pressure of time and/or events; and
- (d) a lack of adequate facilities for treatment or transport if I suffer injury.

I acknowledge and accept that accidents can and often do happen which may result in me being physically or mentally injured, impaired, maimed or even killed, or my property being damaged, lost or destroyed. I further acknowledge and accept that any policy of insurance of or in respect of my life or physical or mental health may be voided as a result of my participation in Paddling Activities. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Paddling 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 goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Paddling Organisations (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of the Paddling Organisations will, at the discretion of the relevant Paddling Organisation, be limited to the resupply of the services or payment of the cost of having the services supplied again.
5. **Release and Indemnity.** In consideration of PA accepting my application for membership I, to the extent permitted by law:
 - (a) release and will release the Paddling Organisations 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 Paddling Activities; and
 - (b) indemnify and will keep indemnified the Paddling Organisations in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any Paddling Activities.
6. **Fitness to Participate.** I declare that I am medically, mentally and physically fit and able to participate in the Paddling Activities in which I enter or enrol. I will immediately notify PA in writing or by email of any change to my medical condition, fitness or ability to participate in any Paddling Activities in which I have enrolled. I understand and accept that the Paddling Organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.
7. **Medical Treatment.** I consent to receiving any medical treatment that a Paddling Organisation reasonably considers necessary or desirable for me during my participation in Paddling Activities if I am unable to make a rational decision about my consent to any medical treatment that I may require. I also agree to reimburse the

relevant Paddling Organisation for any costs or expenses incurred in providing me with medical treatment.

8. **Right to Use Image.** I acknowledge and consent to photographs, video, electronic and other forms of images being taken of me during my participation in any Paddling Activities. I expressly waive any rights I hold or may hold in such images and acknowledge and agree that such images are owned by PA and that the Paddling Organisations may use the photographs for promotional or other purposes without my further consent being necessary. I consent to the Paddling Organisations using my name, image, likeness and also my performance in the Paddling Activities, at any time, by any form of media, to promote the Paddling Activities.
9. **Privacy.** I understand that the information I have provided in my application for membership may be provided to one or more Paddling Organisations. I acknowledge and agree that the information will be disclosed to PA and will only be used in accordance with the [PA Privacy Policy](#), for the objects of Paddling Organisations' general business and to provide me with membership services. I understand that I will be able to access the information directly through PA. If the information is not provided, my membership application may be rejected and/or I may not be provided with membership services.

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

10. **Commitment to the Protection of Children and Young People (CYP).** I declare that I will seek to protect all other members, and particularly CYP, from all Abuse and Child Abuse including grooming. I acknowledge that PA is seeking to create and maintain a member and CYP safe and inclusive culture that is understood, endorsed and put into action by all. I agree to use my best endeavours to develop and grow such a culture.
11. **National Integrity Framework.** Without limiting section 2, I agree to be bound by and comply with:
 - (a) The PA National Integrity Framework, including its Member Protection Policy, Safeguarding Children and Young People Policy, Competition Manipulation and Sport Gambling Policy, Improper Use of Drugs and Medicine Policy and Complaints, Disputes and Discipline Policy; and
 - (b) The PA Code of Behaviour Policy.
12. **Severance.** If any provision of this membership 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 membership declaration or affect the validity or enforceability of it in any other jurisdiction.

13. **Governing Law.** This declaration is governed by and construed in accordance with the law of the State of New South Wales and the parties irrevocably submit to the jurisdiction of the courts of that State.
14. **I have provided the information required above** and I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by PA.
15. If the applicant for membership has not yet reached the age of 18 years, or requires a guardian, I, **the parent or guardian** of the applicant authorise and consent to the applicant undertaking the Paddling Activities. In consideration of the applicant's membership to PA being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept, in my capacity as parent or guardian, the terms set out in this membership declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the PA Constitution and any regulations and policies made under them.