

VOGALONGA DOWN UNDA PARTICIPATION AGREEMENT AND WAIVER

Preamble

Participation Agreement and Waiver (the “**Agreement**”) between the Signatory and Goolwa Aquatic Club Inc. (the “**Event Organisers**”).

This Agreement affects your legal rights and duties. You must read it carefully and sign it after reading it in good faith. You will not be permitted to register or enter the Event Area unless you have signed, accepted and delivered it to the Event Organisers at Event registration either in person or electronically via the online Registration process.

If you are a Minor, one of your parents or your legal guardian must consent to this Agreement on your behalf.

All Participants and Volunteers must accept this Agreement.

Definitions

1. For the purpose of this Agreement, the terms defined in the Preamble take the meanings given to them, and the following terms take the meanings given to them:
 - a. “**Event**” means the *Vogalonga Down Unda* to be held on 16th May 2021.
 - b. “**Event Area**” means the area in the Goolwa Channel and the marina on Hindmarsh Island designated by the Event Organisers for the Event.
 - c. “**Minor**” means a person without full legal capacity according to Australian law. This most often means a child under the age of 15.
 - d. “**Participant**” means a person who participates in the Event.
 - e. “**Volunteer**” means someone who is assisting the Event Organisers in the conduct of the Event.

Representations

2. I understand the Event is an on-water event and the Event Area has natural hazards associated with recreational boating in open public waters. The local flora and fauna may also pose hazards. I understand the Event is a potentially dangerous recreational activity and that the risk of injury, death and property loss from the activities involved can be significant and, while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury or death to me continues to exist.
3. I understand these inherent risks cannot be eliminated and I am making an informed and considered decision to accept exposure to these risks and, should the risks eventuate, that the consequences may include: serious bodily and psychological injury (including permanent disability and paralysis), economic losses (including property loss and damage) and death.
4. I understand the Event will be held in a public location from which medical evacuation may be difficult, and where response to an emergency on the water is difficult. I understand that the Event’s location amplifies the inherent risks involved in the Event.
5. I understand that although the Event Organisers have a risk management plan that involves the presence of first aid and volunteer rescue services, they will not be providing ambulance and medical insurance to cover the cost of any medical care and emergency evacuation, and that I am responsible for such insurance if I wish to have it and will be personally liable for any costs associated with my evacuation and any subsequent medical

care if needed. (The Event Organisers strongly recommend participants take out ambulance and medical insurance.)

6. I understand the Event is a demanding physical activity and I assert that I am sufficiently fit to participate safely in the Event and have adequate and relevant experience with my chosen craft to undertake the Event, including the ability to swim at least 15 metres unaided and can meet the technical and physical challenges posed by the Event.
7. I state that I am of good health and in proper physical condition to participate in the activities required of the Event. By this I mean that I have no illness, injury or any other physical or psychological impairment to the best of my knowledge which may cause injury or death to me or any other person while I am participating in the Event or adversely affect my ability to participate safely in the Event.
8. I understand that food and beverages served at the Event may contain ingredients to which I may be allergic. I state I am solely responsible for the management of any known or unknown allergies that I, or a Minor I am responsible for, have.
9. I have read and understand the terms outlined in the Event Cancellation and Refund Policy included herein and available on the Event website.
10. If I am the parent or legal guardian of a Minor participating in the Event, then I understand the nature of the Event, its risks and the Minor's level of experience and capabilities. I further state that I believe the Minor to be in proper physical condition to participate safely in the Event and will be under my supervision and care for the duration of the Event.

Duties

11. If at any time I believe conditions of the Event or the Event Area to be unsafe, then I shall immediately discontinue further participation in the Event.
12. If I discover after making the representation at Clause 7 above that I have any such illness, injury or any other physical or psychological impairment, then I shall withdraw from the Event.
13. If I require medical assistance during the Event, considering the on-water nature of the Event and of the Event course that I chose to undertake, then I shall allow the Event Organisers to arrange emergency medical treatment and emergency evacuation on my behalf without prior consultation with me. I shall pay the cost of any such emergency evacuation and emergency medical response arranged.
14. I shall release all liability against the Event Organisers, their respective administrators, Directors, agents, officers, members, Volunteers and employees, other Participants, any sponsors, advertisers and landowners of the land on which the Event takes place (hereafter collectively the "**Releasees**") caused or alleged to be caused in whole or in part by the negligence of the Releasees, including negligent rescue operations.
15. If I or anyone on my behalf make a claim against any of the Releasees for negligence, then I shall indemnify each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost that may be incurred as the result of such a claim.
16. I shall permit the Event Organisers to store my personal details given upon registration in a database that may be used for future marketing and promotion by the Event Organisers.
17. I shall grant free of charge to Goolwa Aquatic Club Inc. and its successors and assigns, the unrestricted right to use and publish my or my Minor's name, voice, likeness, image, photograph, video, multimedia or film likeness for legitimate purposes. I shall release

Goolwa Aquatic Club Inc. from all liability relating to any of these uses including, but not limited to, any claims based on rights of privacy or publicity.

18. I shall accept the costs outlined in the Event Cancellation and Refund Policy including the possibility that my entry fee may not be fully refunded if the Event is cancelled.
19. I shall abide by the Event Rules and Regulations, including additional constraints that are imposed in any subsequent Event Brief or Participant Information kit. I shall abide by any change to the Event Rules and Event Courses that the Event Organisers may make prior to or during the Event as required by any prevailing circumstances or conditions at the time.
20. If I am the parent or legal guardian of a Minor participating in the Event or of a Minor located within the Event Area as a Spectator, then I shall assume responsibility for supervision of the Minor at all times and I shall not hold the Event Organisers responsible for the Minor's supervision.
21. If I am the parent or legal guardian of a Minor participating in the Event or of a Minor located within the Event Area as a Spectator, then I shall release the Releasees from all liability claims, demands, losses or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees, including any negligent rescue operation. I further agree that if, despite this release I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Releasees named above, then I shall indemnify those Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may be incurred as the result of such a claim.

Waiver

22. As a Participant or Volunteer, I assume the risks inherent in the Event and the Event Area and release the Event Organisers, employees of the Event Organisers, the Event Volunteers, and the landholders of the Event Area from any claim that I, or a third party, may assert against them in relation to a loss or damage that I incur as a result of my involvement in the Event, except where an injury, loss or damage is deliberately inflicted upon me by one of these persons.

Applicable Law

23. The laws of the State of South Australia govern this Agreement.

Severability

24. If any portion of this Agreement is held to be invalid, then that portion is severed and the remaining provisions remain in force.

Execution

25. I have read this Agreement in good faith, fully understand its terms, and fully understand that I have given up substantial rights by signing it physically or electronically as part of the Registration process for the Event. I have signed this Agreement freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Full Name of Participant / Volunteer: -----	Signature	Date:
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(If signing for a Minor(s) please write Parent's or Legal Guardian's full name below) -----		
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For Adult Volunteers Only:

All Volunteers must be registered before they enter the Event Area. Please fill out the additional details below (Note: entry is free for spectators and Volunteers).

Residential Address:

Email Address:

Telephone Number:

For Minor's Only:

All participating Minors must be registered before they enter the Event Area. We ask that you list the respective names and ages of all Minors who are under your responsibility and participating in the Event in the area below. (This may be included as part of the online Registration process).

Minor Name and Age 1#:

Minor Name and Age 2#:

Minor Name and Age 3#:

Minor Name and Age 4#:

Minor Name and Age 5#:

Vogalonga Down Unda Cancellation and Refund Policy

NO CANCELLATION

Every year in Venice, the Vogalonga goes ahead regardless of the prevailing weather conditions. In keeping with that tradition, our event will go ahead even in the event of rain. In the event of strong winds that might pose a risk to participants, the event may be postponed by the Officer of the Day until conditions are safe to proceed. In the event of strong winds, participants will have the option to undertake an alternate course which may include the protected waters of the Hindmarsh Island Marina. Individuals and crews should make their own decision as to whether or not they can manage the prevailing weather conditions at the time.

REFUNDS

We are not required to provide a refund if you change your mind about participating due to forecasted weather conditions, however, we will consider a partial refund within the following pre-event time frames;-

Up to 30 days before the date of the event, we will offer a full refund excluding the Register Now booking fee.

Up to 14 days before the date of event, we will offer a 50% refund of the registration fee excluding the Register Now booking fee and 100% of any pre-paid merchandise. Any merchandise purchased (e.g. event T-shirts) as part of your registration cannot be refunded after this time as a supply order for that merchandise will have already been sent.

No refunds for any pre-ordered pre-paid merchandise will be offered within 14 days of the event.

Within 14 days to the date of the event

If you submit your refund request within 14 days of the event, it is at the organizer's discretion whether or not to issue a refund. Alternatively, your registration fee could be credited towards your participation in the following year's event.