

RICHMOND ROWING CLUB INCORPORATED

FOUNDED 1863 REGISTRATION NUMBER A2236 PRINCES' BRIDGE, MELBOURNE 3004



WAIVER FORM (ONLY FOR OVER 18 years)

Full Name _____

*You need to supply a good quality copy of age and photo ID (eg drivers licence, passport) to enable you to be entered in the Rowing Victoria database and eligible to row on the Yarra River.
Email digital copy of ID separately to newmember@richmondrowing.com.au*

Home Address _____
Suburb _____
State _____
Postcode _____
Mobile _____
Email* _____

*email is the Club's preferred method of communication with members due to time and cost savings

Emergency Details

Can you swim 100 metres? Yes No

Do you have health concerns of which Richmond Rowing Club Inc should be aware? Yes No

If yes, please provide details (in confidence)

Emergency Contact

Name _____ Contact Number _____

WAIVER

I understand and acknowledge that rowing is an activity that may cause injury. I participate in all Richmond Rowing Club activities or external regattas and events at my own risk. I hereby release exempt and indemnify Richmond Rowing Club, its management committee, its sponsors and agents in respect of all liability whatsoever and however caused whether by negligence or otherwise which may arise in connection with my participation in Richmond Rowing Club activities or external regattas and events and agree that any statutory guarantees implied by the Australian Consumer Law and Fair Trading Act 2012 are excluded.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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 on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

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

Applicant

I am over 18 years of age.

I agree that any notice that Richmond Rowing Club Inc is required to send to me may be sent to me at any of the addresses and by any of the methods I have given in the Contact Details section of this form.

Applicant Signature _____ Date _____

Completed forms and digital picture proof of ID should be scanned and emailed to:
newmember@richmondrowing.com.au