

# Mornington Peninsula Surf Schools

## Indemnity Declaration form for School Groups

In consideration of the Organisers accepting my application to participate in the Program, and by signing in the table below I acknowledge, understand and agree that:

1. **"Organisers"** for the purposes of this declaration means and includes, where the context so permits Academy of Surfing affiliated state surfing associations, and their respective directors, officers, members, servants or agents.
2. **Warning:** Participating in the Safe Surfing program ("the Program") can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Program including but not limited to physical hazards, unpredictable and sometimes dangerous surf and weather conditions and actions of other participants. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.
3. **Physical Fitness:** I must not participate in the Program if I have any injury, disability, medical or health condition that may increase the risk of me becoming injured unless I have told the Organisers about it and they have authorised me to participate. I declare that I am medically and physically fit and able to participate in the Program and I will immediately notify the Organisers of any change to my fitness and ability to participate.
4. **Instructions:** I will at all times comply with the instructions and safety procedures of the Organisers.
5. **Medical Treatment:** If required, the Organisers will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Organisers and agree to meet all costs associated with such action.
6. **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 Organisers (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Organisers will (at the discretion of the relevant Organiser) be limited to the resupply of the services or payment of the cost of having the services supplied again.
7. **Release & Indemnity:** My participation in the Program is entirely at my own risk and I agree, to the extent permitted by law to:
  - (a) release and forever discharge the Organisers from all liability and Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program;
  - (b) indemnify and hold harmless the Organisers to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Program arising as a result of or in connection with my participation in the Program.In this clause 7 "**Claims**" 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 the Organisers under any right expressly conferred by their respective constitutions or regulations.
8. **Identity:** Photographic and or visual images taken by the Organisers of my participation in the Program may be used for general promotion of the Organiser's activities.
9. **Privacy:** I understand that the information provided by me in this form is necessary for the operation of the Program. I acknowledge and agree that the information will only be used for the objects of the Organisers and to provide me with information pertaining to the Program. I understand that I will be able to access my information through the Organisers upon request. If the information is not provided I might not be permitted to participate in the Program.
10. **Severance:** If any provision of this 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 m declaration or affect the validity or enforceability of it in any other jurisdiction.

Each of the participants identified in the table below is a student of ..... School ("the School"). The School expressly agrees to be responsible for the participation of each of the participants in the Program and agrees to accept the conditions set out in this declaration including the provision by the School of an indemnity in the terms set out in clause 7 above.

School Name:.....

Address:..... Postcode:.....

School Contact Person:..... Phone:..... Email:.....

Signed:..... Date:.....