

South Sea Roller Derby League

Membership and Waiver

Please Print

Participants Name: _____ Date of Birth: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact 1. Name: _____

Phone: _____ Relationship: _____

Emergency Contact 2. Name: _____

Phone: _____ Relationship: _____

In consideration of being allowed to participate in any practices, competitions, or related events and activities of South Sea Roller Derby, the undersigned acknowledges, appreciates and agrees that:

1.1. The risk of injuries from activities involved in this program is significant, including the potential for permanent paralysis and death, and while strict rules, equipment and personal discipline may reduce such risk, however the risk of serious injury remains; and, the participant knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releasees or others. The participant assumes full responsibility for their participation

1.2. This waiver, release and discharge shall be and operate separately in favour of SSRD and all shires, government departments, persons, corporations and bodies involved or otherwise engaged in promotion or staging any activity or event and the servants, agents, representatives and officers of any of them.

1.3. The participant further acknowledges and agrees that she or he has undertaken the activity freely, voluntarily and absolutely at her or his own risk and with a full appreciation of the nature and extent of all risks involved in the activity. This waiver shall bind the participant and her or his executors.

1.4. The participant has read and understands this waiver of the participant's legal rights.

2. The participant agrees:

2.1. to the terms and conditions contained in this waiver in consideration of and as a condition of acceptance of the participant's entry into any activity.

2.2. to comply with the Constitution and Code of Conduct stipulated by South Sea Roller Derby.

2.3. that this agreement shall be construed in accordance with the laws of the Commonwealth of Australia and the State of Victoria.

3. The participant acknowledges:

3.1. she or he must disclose all information requested in any participation agreements.

3.2. she or he has sole responsibility for the safety and security of the participant's athletic equipment and other personal belongings during any activities (namely skates, wrist guards, elbow and knee pads, helmet and mouth guard).

3.3. she or he has received advice that it is highly recommended to obtain private health insurance, in addition to the cover provided with SkateVic membership. The participant is aware that the Personal Accident insurance cover provided with SkateVic membership is *not* fully comprehensive.

3.4. the importance of instruction given regarding playing techniques, training, rules of the sport, or to the team rules, and will obey these instructions.

3.5. she or he must not participate in any activities under the influence of alcohol or illegal drugs. If the participant is prescribed medication by a certified medical physician, which may impair judgment or affect her or his ability to participate in strenuous activity, they must seek medical consultation about their ability to participate in athletic activities, inform the coaches and team coordinators of South Sea Roller Derby of the medical condition, and opt not to participate if there are risks to the participant's health or safety or the safety of other participants.

3.6. she or he must behave in a respectful manner to both persons and property when participating as a spectator and that behavior which could potentially lead to intentional or unintentional bodily injury or damage to property will not be tolerated by South Sea Roller Derby.

3.7. that additional rules and regulations stipulated by South Sea Roller Derby (SSRD) may be posted on the SSRD website or otherwise advised by SSRD and are expressly incorporated in the terms and conditions of this agreement.

4. The participant warrants she or he is medically fit (physically and mentally) to participate in strenuous on-rink or off-rink activities, and the participant has not received medical advice to the contrary.

5. The participant hereby irrevocably consents to receive medical treatment that may be considered by South Sea Roller Derby to be advisable or necessary in the event of injury, accident and/or illness during any and all activities.

6. Publicity Release

I hereby unconditionally assign to South Sea Roller Derby (SSRD) all right, title and interest I may have in any and all audio, audiovisual and photographic recordings of me in any events and grant to SSRD permission to use, display, license, sell and publish or otherwise deal with the audio, audiovisual and photographic recordings of me, including for the purpose of advertising, promotion or otherwise. I further agree that any such recordings shall remain the property of SSRD. This Waiver and Release extends to and includes all activities conducted by, or organised by SSRD, including but not limited to, derby bouts, skating and fitness classes and travelling to and from classes and events.

Warning under the Fair Trading Act 1999 (Vic)

Under the provisions of the Fair Trading Act 1999, several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

(a) Rendered with due care and skill;

(b) As fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances;

(c) Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under s 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

Limitation of liability in relation to supply of recreational services as per TRADE PRACTICES ACT 1974 - SECT 68B:

(1) A term of a contract for the supply by a corporation of recreational services is not void under section 68 by reason only that the term excludes, restricts or modifies, or has the effect of excluding, restricting or modifying:

(a) the application of section 74 to the supply of the recreational services under the contract; or

(b) the exercise of a right conferred by section 74 in relation to the supply of the recreational services under the contract; or

(c) any liability of the corporation for a breach of a warranty implied by section 74 in relation to the supply of the recreational services under the contract; so long as:

(d) the exclusion, restriction or modification is limited to liability for death or personal injury; and

(e) the contract was entered into after the commencement of this section.

I have read this release of liability and assumptions of risk agreement, fully understand its terms, and understand that I have given up substantial rights by signing it, and do so freely and voluntarily without any inducement.

Name (print): _____

Signature: _____ Date: _____