

SLSA MEMBERSHIP APPLICATION AND DECLARATION

I _____ hereby apply for membership of SLSA. In consideration of my application for membership being accepted, **I acknowledge and agree** that:

1. In this membership declaration: "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SLSA by any person entitled to make a claim under a relevant SLSA insurance policy or under the SLSA constitution or SLSA Regulations. "**SLSA**" means Surf Life Saving Australia Limited. "**SLS Organisations**" means and includes SLSA, its subsidiaries, its members (including State Centres & Clubs), Branches and their respective directors, officers, members, servants or agents. "**SLS Activities**" means performing or participating in any capacity in any activity authorised or recognised by SLSA.

2. **If my application for membership is accepted I will be a member** of SLSC "Scarboro", branch "Misc WA Clubs", State Centre "Surf Life Saving WA" & SLSA. I acknowledge my application will be deemed to be accepted upon my participation in SLS Activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of the SLS Organisations. These rules are necessary and reasonable for promoting SLSA and surf lifesaving as a community service.

3. **Warning:** SLS Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during SLS Activities including but not limited to physical exertion, contact with surf lifesaving equipment, body contact and surf, sea and weather conditions. 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 SLS 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 and services may be excluded. I acknowledge that these implied terms and rights and any liability of the SLS 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 SLS Organisations will, at the discretion of the relevant SLS Organisation, be limited to the resupply of the services or the payment of the cost of having the services supplied again.

5. **Release & Indemnity:** In consideration of SLSA accepting my application for membership I:
release and will release the SLS 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 SLSA Activity; and
indemnify and will keep indemnified the SLS Organisations to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any SLSA Activity

6. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in any SLSA Activity I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SLSA in writing through my Club of any change to my medical condition, fitness and ability to participate.

7. **Privacy:** I understand that the information that I have provided is necessary for the Objects of the SLS Organisations. I acknowledge and agree that the information will be disclosed to my Club and state Centre and will only be used for the Objects of the SLS Organisations and to provide me with membership services. I understand that I will be able to access my information through my Club. If the information is not provided my membership application may be rejected. I acknowledge that the SLS Organisations may also use my personal information for the purposes of providing me with promotional material from SLS Organisation sponsors or third parties. I may advise my State Centre if I do not wish to receive any sponsor or third party material.

8. **I have provided the information required and signed this electronic form.** I warrant that all information provided is true and correct. I acknowledge that this membership declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SLSA.

9. **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 of it in any other jurisdiction. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of SLSA membership.

I have read, understand, acknowledge and agree to the declaration and application and conditions of membership. I warrant that all information provided is correct.

Signed: _____ Date: _____

Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I _____ am **the parent or guardian** of the applicant. I authorise and consent to the applicant undertaking the SLS Activities. In consideration of the applicant's membership being accepted I expressly agree to be responsible for the applicant's behaviour and agree to personally accept in my capacity as a parent or guardian the terms set out in this membership application and 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 SLSA constitution and any regulations and policies made under it.

Signed (parent/guardian): _____ Date: _____