

To be completed by students undertaking a Yachting Australia Training Scheme at a Yachting Australia Training Centre.
Please read the following important information, provide the details required and complete the declaration and elsewhere on this form where indicated. If you do not understand any of the following, please ask someone to explain it to you.

Course name _____ Start date _____

Yachting Australia Training Centre name Broome Sailing Club Training Centre

APPLICANT DETAILS AND DECLARATION

Full Name of Applicant: ("Applicant") _____

Which Club are you a member of? _____ Yachting Australia No _____

If you are not a club member

Do you plan to join a club? Yes No

Date of Birth _____ Age at start of course _____ Gender Male Female

Full name of Guardian (if under 18) or if over 18 next of kin: _____

Applicant contact details (Certificate will be mailed to this address)

Address _____

Suburb _____ State _____ Postcode _____

Work phone _____ Home phone _____

Mobile _____ E-mail _____

Guardian or next of kin contact details

Address _____

Suburb _____ State _____ Postcode _____

Work phone _____ Home phone _____

Mobile _____ E-mail _____

I, the Applicant, apply to enrol in a Yachting Australia Training Course ("**Course**") conducted by a Yachting Australia Training Centre ("**YATC**") affiliated with Yachting Australia Inc ("**YAI**"). If my application for enrolment is accepted I agree to undertake the Course upon and subject to the following terms and conditions:

PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY.

- (a) Fees** – The Applicant will pay on demand the stated fees for the Course. \$65 for Youth & \$87.50 Adult Training.
- (b) Release & Indemnity** - In consideration of the acceptance of the Applicant's enrolment application the Applicant, to the full extent permitted by law:
 - (i) releases and forever discharges the Providers from all Claims that he/she may have or may have had but for this release arising from or in connection with him/her undertaking the Course; and
 - (ii) indemnifies, will keep indemnified and will hold harmless the Providers in respect of any Claim by any person including but not only any Member of YAI arising as a result of or in connection with him/her undertaking the Course.

In this **clause (i) "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant insurance policy or under the YAI Constitution or any Regulations.

- (c) Insurance** – The Applicant acknowledges and agrees – that the fees for the Course includes limited personal injury insurance cover. The Applicant may, in his/her own interests, view the full policy wording at www.yachting.org.au.

- (d) **Medical Conditions** – The Applicant warrants that s/he (i) is and must continue to be medically and physically fit and able to undertake the Course, (ii) is not a danger to him/herself or to the health and safety of others, (iii) does not suffer from any blackout, seizure, convulsion, fainting or dizzy spells and (iv) is not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for the applicant to undertake the Course. The Applicant acknowledges and agrees that the Providers may require a medical certificate or opinion as to the fitness of the Applicant from a qualified medical practitioner PRIOR to the Applicant undertaking the Course.
- (e) **Exclusion of Applicant** – The Applicant warrants that he or she has not at any time been excluded from sailing by a medical practitioner or any person or entity including YAI and its constituent Member Associations and Clubs.
- (f) **Rights of a Consumer** – The Course is a “recreational service” as defined under the *Trade Practices Act 1974*. Where the Applicant is a consumer, as defined by any relevant law such as the *Trade Practices Act 1974* or any *Fair Trading Act*, then certain terms and rights may be implied into the contract for the supply of the Course for the benefit of the Applicant. These terms and rights, and any liability of the Providers or other supplier flowing from them, are expressly excluded, restricted or modified by the provisions of this contract.
- (g) **Privacy** – YAI has a **Privacy** policy (available from the website) and that the information the Applicant has provided above is necessary for the conduct of the Course and the objects of YAI. The Applicant acknowledges and agrees that the information will only be used for the objects of YAI. The Applicant will be able to access his/her information through YAI. If the information is not provided the Applicant's enrolment application may be rejected.
- (h) **Governing Law** – This contract is governed by the laws of NSW, and the Courts of NSW shall have exclusive jurisdiction to entertain any action in respect of any such agreement.
- (i) **Prevailing conditions** – The Applicant acknowledges and agrees that: (i) sailing and the Course can and will be affected by the weather conditions; (ii) the Providers can not control the weather and that the weather conditions may change without warning; and (iii) there is an element of the “luck of the prevailing conditions” in undertaking sailing and the Course.
- (j) **Warning** - Sailing carries an element of risk. Serious accidents can happen which may result in the Applicant suffering injury to person and/or property or being killed. The Applicant has read and understood this warning and voluntarily accepts and assumes the inherent risks in sailing.
- (k) **Severance.** If any term(s) or condition(s) of this contract or the application of it to any person or circumstance shall be or become invalid or unenforceable the remaining covenants and conditions shall not be affected but shall be valid and enforceable to the fullest extent permitted by law.
- (l) **“Providers”** – in this agreement, the term “Providers” shall mean and include: (i) the principal, staff and instructors of the relevant YATC; (ii) YAI officers & employees, Yachting Australia Training Limited, affiliated MYAs and yacht clubs; and (iii) where the context so permits, all directors, servants, agents, employees of Providers and other students or persons under the Providers' control and direction.

SIGNATURE

I have read, or have had read to me the conditions in this form and having understood the same, consent to the activities proposed.

Applicant Signature _____ Date _____

Guardian Consent: (for all persons under 18 years) – I hereby certify and agree that all the information contained in the Applicant's declaration above is true and accurate. I authorise and consent to the applicant's participation in the above Course and agree to be independently bound by all of the terms of enrolment as set out above.

Guardian Signature _____ Date _____

Relationship to applicant _____