



# Y ROWING INCORPORATED

## MEMBERSHIP INFORMATION

The following information might help to familiarise you with the club.

- As a member you have access the clubrooms and facilities 24-hours a day, 7 days a week – except when the Lake is closed to the public for the Grand Prix for example. Locker hire available, please see a Committee Member.
- All rowing fees include Sports Injury Insurance, Loss of Income and Physio.
- As a new member you can attend ASquad on Saturdays at 9am and/or Wednesdays at 10am or 6pm. Here you will meet other new members and find a crew. You can also join coached sessions and crew squads at other times.
- Coached sessions and skills clinics are available to Members.
- The club has an harassment-free policy in place, a copy of which is on display on the noticeboard between the clubrooms and the boatshed.
- You will be able to row in boats suitable to your level of experience. Boats are allocated on the booking board near the roller door.
- You will also receive the monthly newsletter *Quickcatches* keeping informed of all the events, regattas and activities at your rowing club.

### Responsibilities

You will be expected to:

- act in the best interests of Y Rowing and to ensure that your actions do not damage the facilities or equipment;
- attend club functions including the annual tidy-up and boat maintenance days;
- report damage to boats or equipment on the board provided situated between the clubrooms and the boat shed. Ensure that when you take a boat out on the water you log it out in the book provided. All boats need to be washed before being returned to the rack;
- attend the Annual General Meeting in July;
- participate in club events held at Albert Park Lake;
- assist at Public Learn-2-Row when rostered. You will receive notice from the Beginners Co-ordinator prior to the date and if unable you are expected to advise the co-ordinator or find a replacement. There are various aspects to the sessions and one will be found to suit your level of rowing experience. These once-a-month Learn-2-Row sessions are important for sustaining our membership.

### Y ROWING INC

A0099956D

**cnr Queens Road  
and Lakeside Drive  
Albert Park Lake**

(ground floor Powerhouse Function Centre)

#### Postal Address:

Y Rowing Incorporated,  
Lakeside Drive,  
Albert Park 3206

#### Telephone:

**Clubhouse:** 9529 8596

**Membership and  
Program information:**  
9592 2147

**Bookings:** 0407 093 948

#### Email:

yrowingcentre@hotmail.com

#### Website:

www.yrowingclub.com.au

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### MEMBERSHIP FEE STRUCTURE

Membership Type	Annual Subscription	Ezypay per month
Basic	\$430	\$36
Student	\$330	\$27.50

(\$50 non-refundable joining fee which is part of the total annual sum above, will be charged in first ezypay payment)

**Pro-rata:** Fees are available if joining during the financial year and paying in full.

## Y Rowing Incorporated Membership Information

**THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

### 1. I HEREBY APPLY TO PARTICIPATE IN ROWING ACTIVITIES.

In consideration of the Y Rowing Incorporated in Victoria granting me permission to attend and participate in Rowing Activities and as a condition of my participation, I agree to the terms set out in this document and agree to be bound by the rules, policies and regulations of the Y Rowing Incorporated and RA.

### 2. MEMBERSHIP

By virtue of my Y Rowing Incorporated membership I will be a member of Victoria. I acknowledge my membership will allow me to compete in any duly authorised Rowing Activity in Australia and I acknowledge and agree that I will be bound by and agree to comply with the constitutions of the bodies of which I am a member, and the Rules and Policies.

### 3. WARNING AND ACKNOWLEDGMENT OF RISKS, DANGERS & OBLIGATIONS

- a) I am aware that rowing is dangerous and that by attending at or participating in a Rowing Activity I will be exposed to MANY SIGNIFICANT RISKS, including, without limitation, risks of death, physical and mental injury, disease, loss and damage, and economic loss. The risks of physical injury may include, without limitation, the risk of drowning, serious head, neck and spinal injuries, brain damage, serious injuries to virtually all my bones, joints, ligaments, muscles, tendons and other aspects of my muscular skeletal system, serious injury to virtually all my internal organs, and serious injury or impairment to other aspects of my body and to my general health and well-being. The risks of mental injury may include, without limitation, risk of serious psychological and psychiatric injury.
- b) I fully appreciate the nature and extent of all risks involved and by attending at or participating in a Rowing Activity I freely, voluntarily and absolutely ACCEPT ALL RISKS howsoever arising out of or in relation to my attendance at or participation in a Rowing Activity, whether caused by the negligence of a Rowing Organisation, or otherwise.
- c) I acknowledge that the assumption of risk and warning in this clause constitutes a 'risk warning' in accordance with and for the purposes of the relevant legislation, (including the Civil Liability Act 2002 (NSW) and the Civil Liability Act (WA)).

### 4. FOREGOING RIGHTS UNDER RELEVANT LAW

I acknowledge and agree that I have been given notice under ANNEXURE A that certain statutory rights and, in particular, guarantees under Commonwealth, State and Territory consumer laws have been excluded, restricted or modified including in the manner set out in ANNEXURE A.

### 5. INDEMNITY AND RELEASE

In consideration of the acceptance of me as a participant in Rowing Activities:

- a) I AGREE TO INDEMNIFY AND KEEP INDEMNIFIED to the full extent permitted by law the Indemnitees and each of them in the following manner:
  - i) that I participate in Rowing Activities at my sole risk and responsibility;
  - ii) that I accept the venues as they stand with all or any defects hidden or exposed;
  - iii) that I indemnify and hold harmless the Indemnitees, their respective servants, agents, officials and competitors against any Claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury loss or damage caused to me or my equipment whether caused by negligence, breach of contract or in any other manner whatsoever.
- b) I AGREE TO RELEASE to the full extent permitted by law the Indemnitees and each of them from all liability to me for any Claim that I may have or may have had but for this release, (whether arising under statute, from negligence, personal injury, psychological trauma, death, property damage or infringement of third party rights or otherwise) that arises as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in anyway connected with my presence at or involvement in a Rowing Activity.

The release and indemnity provided by me in this declaration is in addition to, and will not in anyway limit the application of, the conditions of sale attaching to tickets, conditions of entry, conditions of credentials or any other applicable terms or conditions in respect of a Rowing Activity.

A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any

legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

### 6. COMPETENCY AND MEDICAL

I declare that I am competent for my involvement in any Rowing Activities and if I am unable to meet the required competencies that I will advise my CSAR and RX in writing that I cannot meet the minimum standard.

### 7. MEDICAL

- a) I declare that I am and will continue to be medically and physically fit and able to participate in any Rowing Activity. I will immediately notify my CSAR and RX in writing of any change to my fitness and ability to participate. I understand and accept the Rowing Organisations and Indemnitees will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- b) I acknowledge and agree that if required, the Rowing Organisations and Indemnitees (or any of them) may arrange medical or hospital treatment (including without limitation, physical examination, first aid, defibrillation and safety boat and ambulance transportation) for me. I authorise such actions being taken by the Rowing Organisations and/or Indemnitees and agree to meet all costs associated with such action.

### 8. PRIVACY

I hereby consent to the collection of my personal information by the Rowing Organisations in connection with my involvement in any Rowing Activity and the use and disclosure of my personal information by the Rowing Organisations to other agencies and officials associated with a Rowing Activity for the purposes of conducting and managing the Rowing Activity. I understand that I may gain access to my personal information held by a Rowing Organisation by contacting that organisation and requesting access to my personal information. I understand that if I do not provide my personal information I may not be permitted to participate in a Rowing Activity.

### 9. PERSONAL HEALTH INFORMATION

I acknowledge, understand and agree that it is may necessary for RA to collect my personal health information (depending on the nature of my relationship with RA), and that the RA Privacy Policy governs how RA will collect, store and use the personal health information it collects from me. If RX and/or Y Rowing Incorporated receive, collect, store and use my personal health information, then the manner in which that information is received, collected and stored by RX and/or Y Rowing Incorporated will be governed by the applicable Privacy Policy of RX and/or Y Rowing Incorporated, or in the event that no such Privacy Policy exists, by the Privacy Act 1988 (Cth).

### 10. RULES AND POLICIES

I acknowledge, understand and agree that it is a condition of my membership and participation in the Rowing Activity that I agree to be bound by, and subject to, the Rules and Policies, and jurisdiction of RA and RX, and the Rowing Organisations of which I become a member. Copies of all RA and RX Rules and Policies are available from the RA and RX websites and or by contacting RA or RX direct. I agree to cooperate fully with any inquiry, or investigation, conducted under or arising out of any of the Rules and Policies and any new policy or modifications to an existing policy will be effective immediately upon notice and incorporated into this Agreement.

### 11. PHOTOS/IMAGES

I acknowledge that RA, RX and CSAR may make, create, store, record, transmit, reproduce photographs and electronic images of me and I consent that they, or their authorised third parties, may use these photographs or images for proper purpose without identification or compensation of any kind.

### 12. ANTI-DOPING

All participants are bound by the RA anti doping policy and thus understand they may be subject to drug testing. Testing conducted by the Australian Sports Anti-Doping Authority (ASADA) is in accordance with the ASADA Act and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method. Any participant infringing RA's policy or refusing a drug test may be disqualified or otherwise dealt with in accordance with the terms of the anti-doping policy.

### 13. DEFINITIONS

In this application:

- a) 'Claim' 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 a Rowing Organisation under any right expressly conferred by its constitution or regulation;

- b) 'CSAR' means any club, school, association, college, university or regatta committee that is affiliated with or approved by RX.
- c) 'Indemnitees' means and includes the persons, organisations and bodies corporate whose names appear in Schedule 1.
- d) 'RX' means Victoria;
- e) 'RA' means Rowing Australia Limited;
- f) 'State Controlling Body' (SCB) means a state or territory rowing association affiliated as a member of RA and includes RX;
- g) 'Rowing Activity' means performing or participating in any capacity in any trial, event, regatta or activity run by a Rowing Organisation and 'Rowing Activities' means any two or more of them;
- h) 'Rowing Organisation' means and includes RA, SCB, CSAR and where the context so permits, their respective directors, officers, members, servants or agents;
- i) 'Rules and Policies' means any rules, policies, regulations and codes governing my membership, or attendance at or participation in a Rowing Activity and includes without limitation RA's Whole of Sport Policies available at [http://www.rowingaustralia.com.au/about\\_ra\\_policies.shtm](http://www.rowingaustralia.com.au/about_ra_policies.shtm).
- j) 'State Controlling Body' (SCB) means a state or territory rowing association affiliated as a member of RA and includes RX.

*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 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.*

**16. EXECUTION**

**I, the undersigned state that I have read and understood this Declaration (including the warning, indemnity and release) and the harrassment-free policy that is displayed at the club, and hereby agree to the terms and conditions as stated.**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*NOTE: A minor cannot complete this undertaking and declaration other than in writing with the endorsement of the minor's parent or guardian.*

**SCHEDULE 1**

1. Rowing Australia
2. Victoria
3. Y Rowing Incorporated
4. All other persons involved in the organisation, conduct and promotion of the Rowing Activities or construction or location of the facilities used in connection with or otherwise related to the Rowing Activities.
5. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

**ANNEXURE A**

**RECREATIONAL SERVICES TO WHICH THE AUSTRALIAN CONSUMER LAW (COMMONWEALTH) APPLIES**

I agree that the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law are excluded and do not apply to the supply of any recreational services (as defined in section 139A of the Competition and Consumer Act 2010 (Cth)) to me by the Rowing Organisation under or in connection with this agreement. I agree that the liability of the Rowing Organisations in relation to a recreational service for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
- (c) contraction, aggravation or acceleration of a disease; or
- (d) coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - (i) that is or may be harmful or disadvantageous to the individual or community; or
  - (ii) that may result in harm or disadvantage to the individual or community, that I may suffer (or a person on whose behalf I acquire the services may suffer) is excluded.

**FOR RECREATIONAL SERVICES PROVIDED IN VICTORIA**

*Warning under the Australian Consumer Law and Fair Trading Act 2012 (VIC)*

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form (ie the Rowing Organisation) are required to ensure that the recreational services supplied to you;

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose for which you, either expressly or by implication, make known to the supplier; and
- (c) 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 suppliers are 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 suppliers under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**17. THIRD PARTY INDEMNITY WHERE PARTICIPANT IS UNDER 18 YEARS OF AGE**

I/WE \_\_\_\_\_  
 being the parents or guardians of the person named in Clause 16 (hereinafter called "the participant") HEREBY ACKNOWLEDGE:

- a) I/we have read the whole of this document and understand it;
- b) I/we consent to the participation in the Rowing Activities;
- c) I/we are aware of the risks, dangers and obligations set out in Clause 4 above; AND
- d) I/we acknowledge that the participant is bound by and subject to the rules and policies of RA and RV, including, without limitation, the RA anti-doping policy.

**18. IN CONSIDERATION** of the participant being accepted as a participant in the Rowing Activities I/WE HEREBY INDEMNIFY AND RELEASE the Indemnitees in the same manner and to the same effect as if I/WE were the participants and agree to personally accept all terms and conditions and obligations set out in this declaration and agree to be bound by and comply with the Rowing Victoria and Rowing Australia constitution and any regulations and policies made under it.

PARENT/GUARDIAN:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

