

**BeActive Busselton Jetty Swim 2011**  
**Support Paddler Registration Form and Declaration**

Name.....

Address .....

Phone number/s.....

Date of Birth .....

Email.....

Name and race number of competitor/s you are supporting .....

.....

Emergency contact person .....

Emergency contact phone number/s.....

**DECLARATION**

1. In consideration of and as a condition of acceptance of my/our participation in the BeActive Busselton Jetty Swim 2011 (“the Event”) I/we for myself, my heirs, executors, administrators and legal personal representatives hereby waive all and any claim, right or cause of action which I/we or they might otherwise have or at any future time have for or arising out of loss of life or injury (including psychological trauma) damages or loss of any description whatsoever (including property damage) which I/we or my/our equipment may suffer or sustain in the course of, or consequent upon, my entry or participation in the said Event howsoever arising except to the extent prohibited by law.

2. I/we hereby release and discharge the Busselton Allsports Inc. together with all persons and corporations involved or otherwise engaged in promoting, staffing or operating the Event together with the servants, agents, representatives and officers of any of them including, (without limiting the generality of the foregoing), sponsor organizations, land owners and lessees, promoters and organizers of the Event, together with their respective directors, officers, employees, consultants, contractors, agents, officials and volunteers, from all liability for loss of life or injury, (including psychological trauma), damages or loss of any description whatsoever (including property damage) which I/we or my/our equipment may suffer or sustain in the course of or consequent upon my entry or participation in the said Event howsoever arising except to the extent prohibited by law.

3. I hereby declare that I am medically and physically fit and have undertaken adequate training for the Event.

4. I hereby consent for myself to receive such medical treatment that may be deemed advisable in the event of injury, accident and/or illness during or immediately after the event.

5. I hereby agree that in the event of storm, rain, inclement weather, seas or winds, or otherwise at their absolute discretion the organizers of the Event have the right to modify or change the Event.

6. I agree to the race rules and conditions as set by the organizing committee.

7. All participant details will be entered into a database and photographs will be taken during the Event. Busselton Allsports Inc., their sponsors and / or any of their related entities may use the entrant's names and addresses and photographic images for future promotional, marketing and publicity purposes.

8. I agree to leave the water when instructed to do so by a race official. Should I not leave the water when instructed to do so, I understand that I may be removed from the water for my own safety and for the safety of others.

9. I/we acknowledge that participation in the Event is an activity which is dangerous with many inherent risks as a result of which personal injuries (and sometimes death) are common and ordinary consequences. I therefore assume and accept all risk of personal injury or death in any way whatsoever arising from participation in the Event.

10. 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:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 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.

11. If anything in this Form is considered to be unenforceable, illegal or void for any reason then it shall be read down and, if necessary, severed so that the balance of the Form remains of full force and effect.

12. The conditions of this Form may be supplemented by additional conditions displayed at the Event Venue.

13. I confirm that I have the legal capacity to enter into these terms and conditions of participation and that I agree to be bound by and comply with all these terms and conditions of participation.

**SUPPORT PADDLER**

Signature: ..... Date: .....

**GUARDIAN OR PARENT IF SUPPORT PADDLER UNDER 18 YEARS OF AGE**

Name (BLOCK LETTERS): .....

Signature: ..... Date: .....