



DALMENY SURF ACADEMY WAIVER

In consideration of Organisers accepting my application to participate in the Program,
I acknowledge, understand and agree that:

1. **“Organisers”** for the purposes of this declaration means the Coach and includes, where the context so permits, Surfing Australia Ltd (“SA”), SA affiliated state surfing associations and their respective directors, officers, members, servants or agents.
2. **Warning:** Participating in the Program can be inherently dangerous. I understand the nature and requirements of the Program and acknowledge that serious accidents can and often do happen which may result in me being seriously injured or even killed, including contracting a condition known as surfer’s myelopathy. This is an extremely rare nontraumatic injury causing paraplegia which is paralysis below the waist caused by hyperextension of the back. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Program.
3. **Physical Fitness:** I must not participate in the Program if I have any injury, disability medical or health condition that may increase the risk of me becoming injured unless I have told the Organisers about it and they have authorised me to participate. I declare that I am medically and physically fit and able to participate in the Program and I will immediately notify the Organisers of any change to my fitness and ability to participate. I understand and accept that SA will continue to rely on this declaration as evidence of my fitness and ability to participate.
4. **Instructions:** I will at all times comply with the instructions and safety procedures of the Organisers.
5. **Medical Treatment:** If required, the Organisers will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Organisers and agree to meet all costs associated with such action.
6. **Release & Indemnity:** My participation in the Program is entirely at my own risk and I agree to:
 - (a) Release and forever discharge the Organisers from all liability and Claims that I may have or may have had but for this release arising from or in connection with my participation in the Program;
 - (b) Indemnify and hold harmless the Organisers to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Program arising

as a result of or in connection with my participation in the Program. In this clause 6 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising (including negligence, trespass to the person or for breach of implied terms in the sale of services under section 74 of the Trade Practices Act (1974) Cth and equivalent provisions contained in State sale of goods or fair trading legislation).

- 7. Identity:** Photographic and or visual images taken by the Organisers of my participation in the Program may be used for general promotion of the Organisers' activities.
- 8. Privacy:** I understand that the information provided by me in this form is necessary for the operation of the Program. I acknowledge and agree that the information will only be used for the objects of the Organisers and to provide me with information pertaining to the Program and the Organisers' activities. I understand that I will be able to access my information through the Organisers' upon request. If the information is not provided I might not be permitted to participate in the Program.
- 9.** I understand that I have a right to report practices of the Surf School or Coach which I believe place participant safety at risk or are neglectful to the wellbeing of the general public.

I have read, understood, acknowledge and agree to the following declaration including the warning, release and indemnity.

Date _____

Participants Name _____

Participants Signature _____

Parent / Guardian of Participant (under 18yrs) Name _____

Signature _____