

PARTICIPATION AGREEMENT

STAFF ONLY

☒ P/Session ☐ School group ☐ Hire

Date of Service: / / Location: TBA Time:

Wattle Range Council Holiday Program



Completion Instructions

All participants involved in any SWP session/event or hire are required to complete this form and return it to SWP prior to commencement of session. Participation will not be granted otherwise.

Enquiries can be emailed to: enquiries@stillwaterpaddleboards.com.au or phone us on: 0419 317 220.

Applicant Details Please print clearly in pen only

Name: Date: 14.12. 2021

Age in years: Post code:

Phone: M: H:

Swimming ability: **Please tick** competent and comfortable in water non competent and not confident in water

MEDICAL INFORMATION Please circle and give details where appropriate, please use additional paper if required and attach any supporting medical action plan ie: asthma, allergy EpiPen. All medications need to be handed to staff and made accessible if not carried on person.

Medical Conditions/injuries Y N Details

Allergies Y N Details

Current Medication Y N Details

Emergency Contact must be supplied

Name: Ph: Relationship:

In signing you agree to have read the attached terms and conditions outlining you or your child's participation in a session or hire by Stillwater SUP School.

Participants Signature: Date:

Where the applicant is **under the age of 18yrs** this form must also be signed by the applicants parent or legal guardian.

I, (please print name)..... am the legal parent/guardian of the applicant.

I agree to be responsible for the applicant's behaviour and agree to personally accept the terms and conditions outlining my child/rens participation in the above session/event/program or hire held by SWP.

Parents signature:.....Date:.....

Additional Information. This space is provided to add any additional information that may be relevant to you or your child's participation in the activity. It should also be used for any additional names and ages of persons that may use the board throughout the hire period.

PARTICIPATION AGREEMENT CONT.



BOOKING TERMS

PARTICIPANT DECLARATION

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 SUP School 'Stillwater Paddleboards' (SWP) and includes, where the context so permits, Surfing Australia Ltd ("SA"), SA affiliated state associations and their respective directors, officers, members, servants or agents.
2. Warning: Participating in the session/event/program can be inherently dangerous. I understand the nature and requirements of the activity and acknowledge that serious accidents can and often do happen which may result in me being seriously injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the activity.
3. Physical Fitness: I must not participate in the session/event/program if I have any injury, disability, medical or health condition that may increase the risk of me becoming injured unless I have told SWP & or SA about it and they have authorised me to participate. I declare that I am medically and physically fit and able to participate in the activity and I will immediately notify SWP & or SA of any change to my fitness and ability to participate. I understand and accept that SWP & or SA will continue to rely on this declaration as evidence of my fitness and ability to participate. I understand that SWP have the right to decline my application to participate in the program if I present to be affected by the use of drugs or alcohol.
4. Instructions: I will at all times comply with the instructions and safety procedures of SWP & SA.
5. Medical Treatment: If required, SWP or SA will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by SWP or SA and agree to meet all costs associated with such action.
6. Release & Indemnity: My participation in the session/event/program is entirely at my own risk and I agree to:
 - a. Release and forever discharge SWP & SA 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 session/event/program;
 - b. Indemnify and hold harmless SWP & SA to the extent permitted by law in respect of any Claim by any person including but not only another participant in the activity arising as a result of or in connection with my participation in the activity. 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 SWP & SA of my participation in the activity may be used for general promotion of SWP & SA sessions/events/programs. I acknowledge and agree that such photographs & electronic images are owned by the organiser and that the organiser may use these images for promotional purposes without further consent being necessary. further, I consent to the organiser using my name, image likeness and also my performance in the activity, at any time, by any form of media, to promote the session/event/program.
8. Privacy: I understand that the information provided by me in this form is necessary for the operation of the session/event/program. I acknowledge and agree that the information will only be used for the objects of SWP & SA and to provide me with information pertaining to the session/event/program and SWP & SA activities. I understand that I will be able to access my information through SWP or SA upon request. If the information is not provided I might not be permitted to participate in the session/event/program.
9. I understand that I have the right to report practices of the Surf School or coach/instructor which I believe place safety at risk or are neglectful to the wellbeing of the general public.

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

CANCELLATION POLICY We operate in all weather conditions providing it is safe. If the conditions unsafe then we will reschedule the session. Stillwater Paddleboards has the right to cancel any session without notice, due to unforeseen circumstances, including limited class numbers, or conditions that could have an impact on participant safety, this can include but not limited to: extreme weather conditions ranging from high winds, lightening storms or extreme heat, however we operate in all weather conditions providing it is safe. (Rain, hail or shine). If we change the time and you are unable to come to the new session, then we will provide a credit note to use in any other session or event offered. Otherwise there are no refunds, transfers to other people or cancellations unless 24hrs prior notice is given. A refund may be issued at our discretion.

PAYMENT POLICY (Applicable online via webpage only)

Customer service is important to us. We want your online payment experience to be fast, friendly and most importantly secure. Our online payment site is operated by SA affiliated school and FareHarbor.

PRIVACY POLICY

Our SUP School is dedicated to keeping your details private. Any information, we collect in relation to you, is kept strictly secured. We use this information to identify your orders, and to provide you with further information about your SUPing sessions or Gift vouchers purchased.

If you have any questions regarding our privacy policy, please contact us directly or visit <https://stillwaterpaddleboards.com.au/terms-conditions-privacy-policy/> .