

ROWING AUSTRALIA LIMITED (RA)

2022 AUSTRALIAN INDOOR ROWING CHAMPIONSHIP

TERMS AND CONDITIONS (Virtual Competitors)

ANY PERSON WHO ATTENDS AND PARTICIPATES IN THE 2022 AUSTRALIAN INDOOR ROWING CHAMPIONSHIP (*PARTICIPANT*) AGREES, AS A CONDITION OF ENTRY, TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW.

1. Warning and acceptance of risks

- 1.1. The Participant is aware that by attending at or participating in the Australian Indoor Rowing Championship (**AIRC**) the Participant 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 associated with the Participant's attendance at or participation in the AIRC include, without limitation, the risk that the Participant may suffer harm as a result of: (a) exhaustion; (b) injuries to bones, joints, ligaments, muscles, tendons and other aspects of the Participant's muscular skeletal system (c) aggravation, acceleration or recurrence of an existing injury or disease; (d) dehydration; (e) oxygen deprivation; (f) falls; (g) allergic reactions; (h) infections; (i) grazes, cuts, abrasions, wounds and blisters; (j) psychological and psychiatric injury; and (k) many other causes.
- 1.2. The Participant accepts the venues as they stand with all or any defects hidden or exposed.
- 1.3. The Participant fully appreciates the nature and extent of all risks involved and by attending at or participating in the AIRC the Participant freely, voluntarily and absolutely **ACCEPTS ALL RISKS** howsoever arising out of or in relation to the Participant's attendance at or participation in the AIRC, whether caused by the negligence of RA and the Associated Entities, or otherwise.
- 1.4. The Participant acknowledges that the assumption of risk and warning in this clause constitutes a "risk warning" in accordance with the relevant legislation, (including the Civil Liability Act (WA)).

2. Release and indemnity

- 2.1. To the full extent permitted by law, the Participant agrees to **INDEMNIFY AND KEEP INDEMNIFIED** RA and the Associated Entities against all claims, demands, actions, suits, proceedings, damages, costs, losses, expenses or liabilities of any kind, including legal costs, that may be brought or made by any person for death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever (including, without limiting the generality of the foregoing, any claim, demand, action or suit brought against RA or any of its Associated Entities by the owner of any venue under any contractual or common law right of indemnity such owner may have against RA or an Associated Entity) arising out of or as a consequence of the Participant's acts or omissions in the course of or consequential upon or incidental to the Participant's attendance at or participation in the AIRC, whether caused by the negligence of RA and the Associated Entities, or otherwise.
- 2.2. To the full extent permitted by law, the Participant agrees to **RELEASE** RA and the Associated Entities from all liability to the Participant, the Participant's personal representatives, heirs and next of kin, for the Participant's death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which the Participant may suffer or sustain in the course of or consequential upon or incidental to the Participant's attendance at or participation in the AIRC, whether caused by the negligence of RA and the Associated Entities, or otherwise.

3. Foregoing rights under relevant law

- 3.1. The Participant acknowledges and agrees that the Participant has been given notice under Annexure A that certain statutory rights, 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.

4. Medical

- 4.1. The Participant declares that the Participant is and will continue to be medically and physically fit and able to participate in the AIRC. The Participant will immediately notify RA in writing of any change to the Participant's fitness and ability to participate. The Participant understands and accepts that RA will continue to rely upon this declaration as evidence of the Participant's fitness and ability to participate.

5. Rules and Policies

- 5.1. The Participant acknowledges, understand and agrees that it is a condition of the Participant's participation in the AIRC that the Participant agrees to be bound by, and subject to, the rules and policies of RA and the jurisdiction of RA. Copies of all RA rules and policies are available from the RA website at <https://www.rowingaustralia.com.au/rowing-australia-policies/> and by contacting RA.

6. Photos/Images

- 6.1. The Participant acknowledges that RA may make, create, store, record, transmit, reproduce photographs and electronic images of the Participant and the Participant consents that RA, or its authorised third parties, may use these photographs or images for proper purpose without identification or compensation of any kind.

7. Defined Terms and Interpretation

- 7.1. In these terms and conditions, the expression **Associated Entities** means all persons, corporations and entities other than RA that are in any way connected with organising, promoting, sponsoring, supporting, running or staging the AIRC or receiving benefits from the AIRC, and includes without limitation the charities, sponsors, volunteers, contractors, service providers, safety officials, and venue owners, lessees, licensees and occupiers.
- 7.2. In these terms and conditions, unless the context otherwise requires, a reference to a person, corporation or entity includes a reference to its officers, servants, employees, agents and representatives.