

1. In this membership declaration:

“Claim” means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SLSA by any person entitled to make a claim under a relevant SLSA insurance policy or under the SLSA Constitution or SLSA Regulations.

“SLSA” means Surf Life Saving Australia Limited.

“SLS Organisations” means and includes SLSA, its subsidiaries, its members (including State Centres & Clubs), Branches and their respective directors, officers, members, servants or agents.

“SLS Activities” means performing or participating in any capacity in any activity authorised or recognised by SLSA.

2. **If my application for membership is accepted I will be a member** of [Insert Club]..... SLSC, [insert Branch if relevant]....., [insert State]..... State Centre & SLSA. I acknowledge my application will be deemed to be accepted upon my participation in SLS Activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of the SLS Organisations. These rules are necessary and reasonable for promoting SLSA and surf lifesaving as a community service.

3. **Warning:** SLS Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during SLS Activities including but not limited to physical exertion, contact with surf lifesaving equipment, body contact and surf, sea and weather conditions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in SLS Activities.

4. **Exclusion of implied terms:** I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods and services may be excluded. I acknowledge that these implied terms and rights and any liability of the SLS Organisations (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of the SLS Organisations will, at the discretion of the relevant SLS Organisation, be limited to the resupply of the services or the payment of the cost of having the services supplied again.

5. **Release & Indemnity:** In consideration of SLSA accepting my application for membership I:

(a) release and will release the SLS Organisations from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any SLS Activities; and

(b) indemnify and will keep indemnified the SLS Organisations to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any SLS Activities.

6. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in any SLS Activities. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SLSA in writing through my Club of any change to my medical condition, fitness and ability to participate.

7. **Privacy:** By completing this form I consent to SLSA using, disclosing and storing my personal information in accordance with the SLSA Privacy Policy. I understand that the information I have provided in this form is necessary for the proper management of SLSA events and for administering surf life saving and related activities in Australia. The information is collected in accordance with the SLSA Privacy Policy (available at www.sls.com.au). SLSA may share my information with SLSA Affiliates in accordance with the Privacy Policy and it may also be used to notify me of other events, news, and to offer the provision of services, including by third-party providers, to me. I understand that the SLSA Privacy Policy contains information about how I may access and request correction of my personal information held by SLSA, or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by SLSA. If the information is not provided my application may be rejected. I acknowledge that if I do not wish to receive promotional material from SLSA sponsors and third parties I may advise in writing or via the opt-out process provided in the relevant communication.

8. **Use of image:** I consent to the relevant SLS Organisation(s) of which I am a member, using my name, image, likeness and also my performance in or of any SLS Activity at any time to promote the Objects of the relevant SLS Organisation(s), by any form of media. I waive any rights I might have to or in such use of my name, image or likeness by the relevant SLS Organisation(s).

9. **I have provided the information required overleaf and signed both sides of this form.** I warrant that all information provided is true and correct. I acknowledge that this membership declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SLSA.

10. **Severance:** If any provision of this membership declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability of it in any other jurisdiction. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of SLSA membership.