

## 2013 Skateboards at Upwey Billy Cart Race Participant Application

<b>Surname:</b>		<b>Given Names:</b>		<b>Date of Birth</b> /    /	
<b>Address:</b>	<b>No/Street:</b>				
	<b>Town:</b>		<b>State:</b>		<b>Post Code:</b>
<b>Contact Details:</b>	<b>Home Phone:</b>		<b>Mobile:</b>		
	<b>Email Address:</b>				
<b>Emergency Contact Name</b>			<b>Emergency Contact Mob. No.</b>		
<b>Are you an Australian Citizen?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					
<p><i>In signing this document I acknowledge and have read, acknowledged and agreed to the declaration including the warning, exclusion of liability, release and indemnity clauses on the reverse of this form.</i></p> <p><b>Fitness to Participate:</b> <i>I declare that I am medically and physically fit and able to participate in the 2013 Skateboards at Upwey Billy Cart Race competitions.</i></p>					
<b>Signed:</b>		<b>Parent (If under 18 years of age):</b>		<b>Date:</b> /    /	

**Privacy Statement:** The Event organisers, the Australian Skateboard Racing Association (ASRA), and the Victorian Skateboard Association(VSA) acknowledge and respect privacy of individuals. The information that is being collected on this document is for the purposes of processing your enrolment in VSA, providing you with updated information and assisting us improve our services to you. The personal information collected is of the parents/ guardians and the child enrolled in the program. By completing this form, the Event organisers and the VSA accepts that the parents/ guardians of the child have consented for this information to be collected. The intended recipients of this information are the Event organisers, the VSA, its authorised staff and relevant Government authorities. You have the right to access and alter personal information concerning yourself or your child in accordance with the Commonwealth Privacy Act (Amended 2001). We will never provide your information to third parties, and will never send you spam. From time to time VSA or ASRA may send you information regarding our programs and services. If you do not wish to receive this information please tick the "OPT OUT" box below and return this to the VSA. Your name will be removed from the mailing list within a reasonable period of time

OPT OUT ☐

2013 Skateboards at Upwey Billy Cart Race use only	
<b>Competitor No:</b>	
<b>Age Group:</b>	
<b>Paid entry:</b>	

## WAIVER

### Definitions:

**"Event"** means : 2013 Skateboards at Upwey Billy Cart Races

**"Event Organisers"** means : Als Event Services, Australian Skateboard Racing Association (ASRA), Victorian Skateboard Association (VSA), Upwey Billy Cart Race Committee INC, Upwey Township Group, Yarra Ranges Shire, & includes all directors, officers, members, agents & sponsors of those organizations, and sponsors of the Event, and suppliers of the event.

**"Hill Supplier"** means: Local Council which authorized use of facility, the Yarra Ranges Shire.

**"Als Event Services"** means: Als Event Services, 33 Pakenham st, Blackburn, Victoria, Australia 3130, & includes all directors, officers, members, agents & sponsors of that organisation.

In consideration for, and as a condition of my registration into the Event, including participating in any or all pre or post Event activities and social activities I hereby acknowledge that;

- 1.0 I should not participate in the event unless I am medically able and warrant that I am medically fit (including physically and mentally) to skate in the event.
- 2.0 Racing a skateboard, longboard or luge down a hill is an intrinsically dangerous activity that can result in severe INJURY or even DEATH, and economic and/or property loss, and agree that I am participating in Event at my own risk and I assume all risks associated with attending this event, including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, the conditions of the road and traffic, impacts associated with poor lighting, and all such risks being known, or which should be known, and appreciated by each participant
- 3.0 I should not participate in the event unless I have the necessary skill to do so safely, and I will inspect the skate area and all fixtures, fittings, equipment, and other things supplied, provided or used in or related to the conduct of the Event and agree that I will not participate in the Event unless I am completely satisfied with the adequacy and conditions.
- 4.0 I will abide by the rules and regulations of the Event and Event Organisers and I will abide by all written and verbal instructions as may from time to time be given by the Event Organisers and/or their appointed personnel. I agree that failure to comply with any rule may result in my being refused further opportunity to skate in the event. I agree that I will at all times participate in the event with fair play and sportsmanship.
- 5.0 That except where provided or required by law and such cannot be excluded, I agree that it is a term of my participation in the Event (if accepted) that The Event Organisers are absolved from all liability and claims however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the Event. I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of The Event Organisers flowing from them, are expressly excluded by this registration form.
- 6.0 I will release and forever discharge The Event Organisers from all and any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent, which I may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Event.
- 7.0 I will indemnify and keep indemnified The Event Organisers against any claim, right or cause of action howsoever arising, whether or not presently ascertained, immediate, future or contingent which I may have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in the Event.
- 8.0 That the exclusion of liability, release and indemnity contained in paragraphs 5, 6 and 7 above may be pleaded as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgment which has or may be brought or made or recovered against The Event Organisers.
- 9.0 That, without limitation to the waiver, release and discharge contained in paragraph 5 above and the indemnity contained in paragraph 6 above, the liability of the Hill Supplier and The Event Organisers will be limited to that part of the Event which is located at or held on its premises and the Event Organiser will not be liable in any circumstances or to any extent for any action arising in relation to that part of the Event which is located at or held on the premises of another Event Organiser; and
- 10.0 My participation in the Event that skateboarding or longboarding is inherently dangerous and carries a high risk of serious personal injury, illness, permanent disability and/or death which may or will result in severe economic and/or property loss and damage and I fully recognize and accept those risks.
- 11.0 I have read carefully and understand this declaration, warrant, waiver and release, and having done so, I sign voluntarily.

Name (Print) : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PUBLICITY RELEASE.** I hereby unconditionally assign to the Hill Supplier and The Event Organisers all right, title and interest I/My Child may have in any and all audio, audio visual and/or photographic recording of me/My Child in the Event and grant to the Event Organiser and The Event Organisers permission to use, display, and publish or otherwise deal with the audio, audio visual and/or photographic recording of me/My Child, including for the purpose of media coverage, promotion or other activities to support the Event. I further agree that any such recording(s) will remain the property of the Event Organiser.

**PROTECTIVE EQUIPMENT** As an activities participant I hereby agree to wear suitable shoes, a helmet plus a tee shirt and shorts as the minimum protective equipment at all times whilst participating.

**MEDICAL RELEASE** I consent to receiving any medical, such as first aid, treatment that The Event Organisers consider reasonably necessary during or after the activities.

**DECLARATION FOR MINORS:** If you are under 18 years of age on the day this declaration is signed, the declaration must be signed by your parent or guardian.

I warrant and certify that I am the parent or guardian of the child named below ("My Child") who will be \_\_\_\_\_ years of age on the date of the Event and that he/she has my consent and is capable of participating in the Event. I confirm I have read and understand the above declaration, warranty and release and that I agree, on behalf of My Child, to be bound by each of those conditions having done so, I sign voluntarily.

### MEDICAL RELEASE FOR MINORS:

- A. I permit any authorized employee or volunteer of the Hill Supplier and The Event Organisers to arrange for medical attention for My Child or to transfer my child to a Medical Centre or to a hospital, if in the opinion of that person, medical attention is needed or is likely to be needed by My Child.
- B. I agree that on transporting my child to any hospital or medical facility the Hill Supplier and/or The Event Organisers shall have no further responsibility for, or in respect of My Child.
- C. I agree to pay all costs associated with such medical care or attention and for related transportation for my child and I agree to indemnify and to keep indemnified the Hill Supplier and The Event Organisers for and in respect of any such costs incurred.
- D. I further authorize a Medical Centre or any hospital, its assign, employees or agents to render any necessary or emergency medical care or attention to My Child if considered necessary by a medical practitioner employed by a Medical Centre or any hospital.
- E. I am aware that the practice of medicine in a surgery is not exact science and I acknowledge that no guarantees have been made to me as to the result of treatment or examinations at a Medical Centre or at any hospital.

Signature Parent/Guardian : \_\_\_\_\_ Please Print Name in Full \_\_\_\_\_ Name of Minor (Participant): \_\_\_\_\_ Date : \_\_\_\_\_