

Terms and Conditions – Airlie Beach Lifeguard Club

- 1. Definitions:** In this application declaration: “Claim” means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence. “QLL” means Airlie Beach Lifeguard Club, a division of Queensland Lifeguard League Inc. “RLSS” means Royal Life Saving Society Queensland Inc. “Life Saving Organisation” means and includes QLL, RLSS, its Affiliates, subsidiaries, members, and their respective directors, officers, trainers, members, servants or agents. “Life Saving Activities” means performing or participating in any capacity in any activity authorised or recognised by a Life Saving Organisation.
- 2. Rules:** If my/our registration is accepted, I/we will be a member of the Queensland Lifeguard League and I/we acknowledge that I/we will be bound by and agree to comply with the constitutions, regulations and policies of QLL and RLSS. These rules are necessary and reasonable for promoting life saving as a community service.
- 3. Warning:** Life Saving Activities can be inherently dangerous. I/we acknowledge that I/we are exposed to certain risks during Life Saving Activities including but not limited to physical exertion, contact with life saving equipment, body contact and surf, sea & weather conditions. I/we acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I/we have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Life Saving Activities. I/we acknowledge that the RLSS and QLL holds no specific insurance (medical, liability or otherwise) for the Life Saving Activities that I/we and/or my/our Child/Children may undertake.
- 4. Exclusion of implied terms:** I/we acknowledge that where I/we am/are 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/we acknowledge that these implied terms and rights and any liability of the Life Saving 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 Life Saving Organisation will, at the discretion of the relevant Life Saving Organisation, be limited to the resupply of the services, refund of payment made, or the payment of the cost of having the services supplied again.
- 5. Release & Indemnity:** In consideration of the Club accepting my/our application for membership I/we:
 - a. Release and will release the Life Saving Organisations from all Claims that I/we may have or may have had but for this release arising from or in connection with my/our membership and/or participation in any Life Saving Activities; and
 - b. Indemnify and will keep indemnified the Life Saving 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/our membership and/or participation in any Life Saving activities.
- 6. Fitness to Participate:** I declare that I/we am/are medically and physically fit and able to participate in any Life Saving Activities. I/we am/are not and must not be a danger to myself or to the health and safety of others. I/we will immediately notify the Club in writing of any change to my/our medical condition, fitness and ability to participate, and will immediately cease Life Saving Activities until cleared by a medical practitioner and acknowledged by the QLL/RLSS.
- 7. Use of image:** I/we consent to the relevant Life Saving Organisation of which I/we am/are a member, using my/our name, image, likeness and also my/our performance in or of any Life Saving Activity at any time to promote the Objects of the relevant Life Saving Organisation(s), by any form of media. I /we waive any rights I/we might have to or in such use of my/our name, image or likeness by the relevant Life Saving Organisation(s).
- 8. 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 un-enforceability 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.
- 9. Warrant True & Correct:** I/we have provided the information required overleaf and signed both sides of this form. I/we warrant that all information provided is true and correct.
- 10. Parental / Guardian Declaration:** I/we am/are the parent or guardian of the Children. I/we authorise and consent to the Children undertaking the Life Saving Activities. In consideration of the Children’s membership being accepted I expressly agree to be responsible for the Children’s behaviour and agree to personally accept in my capacity as parent or guardian the terms set out in this membership application and declaration including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the constitution(s) and any regulations and policies made under it.
- 11. Parent Assistance**

I understand and agree that I (the parent or guardian of the Children) am required to assist at all Junior Lifeguard sessions. Assistance includes things such as equipment handling, water safety, administration, coaching, set up and pack away.