

To: The Dinah Beach Cruising Yacht Association Incorporated ('the Association'); the Organising Committee for the Association's 2023-2024 Wet Season Race Series ('the Series') and other associated races<sup>1</sup>.

I, \_\_\_\_\_ (name)

of \_\_\_\_\_ (address)

racing on \_\_\_\_\_ (vessel)

in the capacity of: SKIPPER or OWNER / CREW (select one)

provide the following acknowledgements, agreements and indemnities in consideration of the Association allowing me to participate in the Series and on behalf of myself, my heirs and assigns.

I acknowledge and agree:

1. that I am to have personal accident insurance cover prior to participating in the Series, through either becoming a DBCYA sail crew member (membership form available at DBCYA) or an Australian Sailing member (day pass available via Australian Sailing's Sailpass online system);
2. that I am participating in the Series at my own risk;
3. I acknowledge and agree that I am responsible for the care and supervision and safety of the minor/s at all times while on the Series;

I am accompanying the following minor/s on the Series:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

4. that some of the activities that I and/or the minor/s may undertake or become involved with during the Series are by their nature hazardous;
5. that except to the extent provided in any legislation implying non-excludable conditions and/or warranties into any contract between me and the Association, neither the Association nor any of its members, committees, committee members, employees, agents, subcontractors, nor the Organising Committee, shall be liable to me or the minor/s in respect of any loss or damage of any kind arising out of or in any way connected with my participating in the Series or any of the activities conducted in association with or as part of the Series, whether as a result of the negligence of any person or otherwise including, without limiting the generality of the foregoing, any liability for or in respect of the death of or personal injury to me or to the minor/s or any other person or any damage to property belonging to me or the minor/s or to any other person; and

6. that the Association's liability for breach of any warranty or condition implied by statute into any contract between me and the Association shall be limited: -
  - a. in the case of any services supplied by the Association, to the supplying of the services again or payment of the cost of having the services supplied again (at the option of the Association); and
  - b. in the case of any goods the replacement of the goods, the supply of equivalent goods or the payment of the cost of replacement of or acquiring equivalent goods (at the option of the Association)
7. that I release and indemnify and keep indemnified the Association and any of its members, committees, committee members, employees, agents, sub-contractors and the Organising Committee from all liabilities arising out of or in any way connected with my taking part in the Series and/or my participating in any activities relating in any way to the Series and/or the participation in the Series by the minor/s and/or participation of the minor/s in any activities in any way related to the Series (with the exception of any liability for any breach by the Association of any non-excludable condition and/or warranty implied by statute) including, without limiting the generality of the foregoing, any liability for and in respect of the death of or personal injury to me and/or minor/s or any other person or any other damage to property belonging to me and/or to the minor/s and/or to any other person.

DATED: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
*Witnessed (signature)*

\_\_\_\_\_  
*Name of witness (print)*

<sup>1</sup> Including but not limited to the following races:

1. Australia Day Stern Chaser