



DIVING AUSTRALIA & DIVING VICTORIA DECLARATION 2014-15

Diving Victoria Declaration

1. I agree that I understand and have discussed and explained the Rules to my child and that my child and I will abide by the Rules.
2. I am aware of and understand the nature of the hazards and/or dangers associated with attending Diving Victoria training and competitions and that myself and /or my child will attend the same accepting such hazards and/or dangers as a reasonable risk of attending.
3. I declare that myself and/or my child is fit, well and healthy enough to compete in this event.
4. I hereby direct and authorise the person in charge (as duly appointed by the Diving Victoria) to consent, where it is impracticable to communicate with me, to my child receiving such emergency medical and surgical treatment as may be deemed necessary in circumstances where such is in the child's interest.
5. I understand that any personal items taken to the Diving Victoria training and competitions are the responsibility of myself and/or my child and I confirm that such items are adequately covered by my own private insurance and I will not make any claim or demand upon the Victorian Diving Association or any employee of the Diving Victoria in relation to any loss or damage to any such personal items.
6. I confirm that I hereby release and forever discharge and shall not make any claim against the Diving Victoria or any employee of the Diving Victoria in relation to any injury that may be suffered by myself and/or my child while attending Diving Victoria training, competitions, meets or any camp or excursion arranged by the Diving Victoria and attended by myself and/or my child.
7. The competition is conducted under DV Rules, which are binding on all competitors.
8. Schools and Clubs must be affiliated prior to the commencement of Competition for Points to be allocated
9. Divers must be full DV members to be receive individual Pennant awards

Diving Australia Declaration

I hereby apply for membership of Diving Australia and the Member State. In consideration of my application for membership being accepted **I acknowledge and agree** that:

1. In this membership declaration:

- "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a Diving Organisation under any right expressly conferred by its constitution or regulation.
- "**Diving Activities**" means performing or participating in any capacity in any authorised or recognised Diving Organisation activity.
- "**Diving Australia**" means Diving Australia Incorporated.
- "**Diving Organisation**" means and includes Diving Australia, the Member States and the State Affiliates and where the context so permits, their respective directors, officers, members, servants or agents.
- "**Member State**" has the same meaning as in the Diving Australia constitution and where the context so permits, the Member State in which you apply to become a member.
- "**State Affiliate**" has the same meaning as in the Diving Australia constitution.

2. **If my application for membership is accepted I will be a member** of Diving Australia and a Member State. I acknowledge my membership will be deemed to be accepted upon my participation in Diving Activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of the Diving Organisations of which I become a member.

3. Warning: Diving Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during Diving Activities including but not limited to slipping, contact with the diving board, water quality and contact, being physically or mentally injured, impaired, maimed or killed and my property may be damaged, lost or destroyed. 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 the Diving 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 or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Diving 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 Diving Organisation will, at the discretion of the relevant Diving Organisation, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

Warning applicable in relation to Diving Activities undertaken or held or taking place in Victoria or in relation to membership declarations executed in Victoria:

WARNING UNDER THE FAIR TRADING ACT 1999: Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are –

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

5. Release and Indemnity: In consideration of Diving Australia accepting my application for membership I, to the extent permitted by law:

- (a) release and will release the Diving 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 Diving Activities; and
- (b) indemnify and will keep indemnified the Diving Organisations in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any Diving Activities.

6. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the Diving Activities. I will immediately notify Diving Australia in writing through my Member State of any change to my medical condition, fitness or ability to participate. I understand and accept that the Diving Organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.

7. Medical Treatment: I consent to receiving any medical treatment that a Diving Organisation reasonably considers necessary or desirable for me during my participation in Diving Activities. I also agree to reimburse the relevant Diving Organisation for any costs or expenses incurred in providing me with medical treatment.

8. Right to Use Image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Diving Activities. I acknowledge and agree that such photographs and electronic images are owned by Diving Australia or my Member State and that the Diving Organisations may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Diving Organisations using my name, image, likeness and also my performance in the Diving Activities, at any time, by any form of media, to promote the Diving Activities.

9. Privacy: I understand that the information I have provided [*overleaf/above*] is necessary for the objects of the Diving Organisations. I acknowledge and agree that the information will be disclosed by my Member State to Diving Australia (or vice versa) and will only be used for the objects of the Diving Organisations, Diving Organisation general business and to provide me with membership services. I understand that I will be able to access the information through my Member State. If the information is not provided my membership application may be rejected.

I acknowledge that the Diving Organisations may also use my personal information for the purposes of providing me with promotional material from Diving Organisation sponsors or third parties. I may advise my Member State if I do not wish to receive from the Diving Organisations, any sponsor or third party promotional material.

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. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

11. I have provided the information required [*above/below*] and signed this declaration [*below*]. I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by Diving Australia.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.