

**ROWING AUSTRALIA LIMITED (RA)**  
**AUSTRALIAN ROWING CHAMPIONSHIPS**  
**TERMS AND CONDITIONS**

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**ANY PERSON WHO ATTENDS AND PARTICIPATES IN THE AUSTRALIAN ROWING CHAMPIONSHIPS (PARTICIPANT) AGREES, AS A CONDITION OF ENTRY, TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT BELOW.**

**1. Warning and acceptance of risks and requirements**

- 1.1. The Participant is aware that by attending at or participating in the Australian Rowing Championships (ARC) the Participant will be exposed to many significant risks, including, without limitation, risks of death, physical and mental injury, disease, loss and damage, and economic loss. The risks associated with the Participant's attendance at or participation in the ARC include, without limitation, the risk that the Participant may suffer harm as a result of: (a) exhaustion; (b) injuries to bones, joints, ligaments, muscles, tendons and other aspects of the Participant's muscular skeletal system (c) aggravation, acceleration or recurrence of an existing injury or disease; (d) dehydration; (e) oxygen deprivation; (f) falls; (g) allergic reactions; (h) infections; (i) grazes, cuts, abrasions, wounds and blisters; (j) psychological and psychiatric injury; and (k) many other causes.
- 1.2. The Participant accepts the venue as it stands with all or any defects hidden or exposed.
- 1.3. The Participant fully appreciates the nature and extent of all risks involved and by attending at or participating in the ARC the Participant freely, voluntarily and absolutely ACCEPTS ALL RISKS howsoever arising out of or in relation to the Participant's attendance at or participation in the ARC, whether caused by the negligence of RA and the Associated Entities, or otherwise.
- 1.4. By participating in the ARC the Participant undertakes that the Participant can swim 50 metres fully clothed, can tread water for 3 minutes unaided, and has no known medical conditions which would preclude the Participant from racing.

**2. Release and indemnity**

- 2.1. To the full extent permitted by law, the Participant agrees to INDEMNIFY AND KEEP INDEMNIFIED RA and the Associated Entities against all claims, demands, actions, suits, proceedings, damages, costs, losses, expenses or liabilities of any kind, including legal costs, that may be brought or made by any person for death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever (including, without limiting the generality of the foregoing, any claim, demand, action or suit brought against RA or any of its Associated Entities by the owner of any venue under any contractual or common law right of indemnity such owner may have against RA or an Associated Entity) arising out of or as a consequence of the Participant's acts or omissions in the course of or consequential upon or incidental to the Participant's attendance at or participation in the ARC, whether caused by the negligence of RA and the Associated Entities, or otherwise.
- 2.2. To the full extent permitted by law, the Participant agrees to RELEASE RA and the Associated Entities from all liability to the Participant, the Participant's personal representatives, heirs and next of kin, for the Participant's death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which the Participant may suffer or sustain in the course of or consequential upon or incidental to the Participant's attendance at or participation in the ARC, whether caused by the negligence of RA and the Associated Entities, or otherwise

### 3. Foregoing rights under relevant law

- 3.1. The Participant acknowledges and agrees that the Participant has been given notice under Annexure A that certain statutory rights, in particular, guarantees under Commonwealth, State and Territory consumer laws have been excluded, restricted or modified including in the manner set out in Annexure A.

### 4. Medical

- 4.1. The Participant declares that the Participant is and will continue to be medically and physically fit and able to participate in the ARC. The Participant will immediately notify RA in writing of any change to the Participant's fitness and ability to participate. The Participant understands and accepts that RA will continue to rely upon this declaration as evidence of the Participant's fitness and ability to participate.
- 4.2. The Participant acknowledges and agrees that if required, RA may arrange medical or hospital treatment (including without limitation, physical examination, first aid, defibrillation and ambulance transportation) for the Participant. The Participant authorises such actions being taken by RA and agrees to meet all costs associated with such action.

### 5. Rules and Policies

- 5.1. The Participant acknowledges, understands and agrees that it is a condition of the Participant's participation in the ARC that the Participant agrees to be bound by, and subject to, the rules and policies of RA and the jurisdiction of RA. Copies of all RA rules and policies are available from the RA website at <https://rowingaustralia.com.au/rules-of-racing> <https://rowingaustralia.com.au/policies> and by contacting RA.
- 5.2. The Participant warrants that the Participant is not precluded from participating in the ARC, including due to any suspension, expulsion, or other disciplinary measure.

### 6. Anti-Doping

- 6.1. The Participant acknowledges, understands and agrees that the Participant is bound by the RA Anti-Doping Policy (copy available at <https://rowingaustralia.com.au/policies>).
- 6.2. The Participant acknowledges and agrees that they may be subject to drug testing conducted by Sport Integrity Australia (SIA) in accordance with the *Sport Integrity Australia Act 2020* (Commonwealth) and the National Anti-Doping Scheme. This involves the taking of a sample (any human biological fluid or tissue whether alive or otherwise, or any human breath) for the purpose of detecting the use of a Prohibited Drug or Doping Method.
- 6.3. The Participant acknowledges and agrees that an anti-doping rule violation may result in sanctions under the RA Anti-Doping Policy including but not limited to disqualification.

### 7. Photos/Images/Videography

- 7.1. The Participant acknowledges that RA may make, create, store, record, transmit, reproduce photographs, electronic images and videography of the Participant and the Participant consents that RA, or its authorised third parties, may use these photographs, images or videography for proper purpose without identification or compensation of any kind.

### 8. Defined Terms and Interpretation

- 8.1. In these terms and conditions, the expression **Associated Entities** means all persons, corporations and entities other than RA that are in any way connected with organising, promoting, sponsoring, supporting, running or staging the ARC or receiving benefits from the ARC, and includes without limitation the, charities, sponsors, volunteers, contractors, service providers, safety officials, and venue owners, lessees, licensees and occupiers.
- 8.2. In these terms and conditions, unless the context otherwise requires, a reference to a person, corporation or entity includes a reference to its officers, servants, employees, agents and representatives.

## ANNEXURE A

To the full extent permitted by law, the Participant agrees that the guarantees in the Australian Consumer Law (QLD) including the provisions of Subdivision B of Division 1 of Part 3-2 are EXCLUDED and do not apply to the supply of any recreational services to the Participant by RA under or in connection with this agreement, and The Participant RELEASES RA from all liability for a failure to comply with a guarantee under those provisions.

### **Recreational services to which the Australian Consumer Law (Commonwealth) applies**

The Participant agrees that the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law are excluded and do not apply to the supply of any recreational services (as defined in section 139A of the Competition and Consumer Act 2010 (Cth)) to the Participant by RA under or in connection with these terms and conditions. The Participant agrees that the liability of RA in relation to a recreational service for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
- (c) contraction, aggravation or acceleration of a disease; or
- (d) coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - (i) that is or may be harmful or disadvantageous to the individual or community; or
  - (ii) that may result in harm or disadvantage to the individual or community,

that the Participant may suffer (or a person on whose behalf the Participant acquires the services may suffer) is excluded.