



ARYA Regatta Terms and Conditions

By agreeing to attend any event for which the Australian Radio Yachting Association (Inc.) (ARYA) is the Organising Authority (the Event), in consideration of my application for the Event being accepted I acknowledge and agree that:

1. Definitions:

- a) The “Organising Authority” means the Australian Radio Yachting Association (Inc.) (ARYA) and its respective directors, officers, servants or agents responsible for offering the Event that I am seeking to enter or register for.
- b) “Australian Radio Yachting Association (Inc.)” for the purposes of this application and declaration means and includes the ARYA and its respective directors, officers, servants or agents.
- c) “State Authority” means the state or territory radio yachting association and its respective directors, officers, servants or agents which is a constitutional member of the ARYA.

2. Agreement:

If accepted I will be permitted to attend the Event subject to complying with the terms and conditions of the Event including the Notice of Race and Sailing Instructions, this declaration and any reasonable direction issued by the Event organisers or their representatives.

The Event’s Notice of Race and this declaration comprise a contract between me and the Organising Authority.

3. Warning:

Participation in a sailing event can be inherently dangerous. Risks including but not limited to overexertion, equipment failure, equipment damage, dehydration, serious accidents, weather conditions and water quality can and do happen which may result in me being personally injured or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Event.

If required, the Organising Authority may arrange medical or hospital treatment (including ambulance transportation). I authorise such actions being taken by the Organising Authority where my further consent cannot be obtained and agree to meet all costs associated with any such action.

4. Exclusion of Liability:

Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my entry to the Event (if accepted) that the Organising Authority is absolved from all or any liability however arising from injury, financial loss or damage however caused (whether fatal or otherwise) arising out of my participation in the Event.

5. Release and Indemnity:

In consideration of the Organising Authority accepting my application for entry to the Event I:

- (a) release and forever discharge the Organising Authority, the ARYA and its State Associations from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Event; and
- (b) indemnify and hold harmless the Organising Authority, the ARYA and its State Associations to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Event arising as a result of or in connection with my participation in the Event.

6. Claims:

In this clause 'Claims' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant Event or Organising Authority insurance policy.

7. Eligibility to Participate:

I declare that I comply with the eligibility requirements contained in clause 3 of the Notice of Race, and will continue to comply with those requirements throughout the Event.

I understand that Racing Rule of Sailing 76 applies to this Event. Should my eligibility under clause 3 not be met at the time of registration, my entry for the event may be refused or cancelled.

8. Fitness to Participate:

I declare that I am and must continue to be medically and physically fit and able to participate in the Event. Should I suffer from an allergy and/or require medical consideration for a pre-existing condition that I consider relevant to my participation in the event I shall fully declare all necessary details to the Organiser. I am not and must not be a danger to myself or to the health and safety of others.

I will immediately notify the Organising Authority in writing of any change to my fitness and ability to participate. I understand and accept that the Organising Authority will continue to rely upon this declaration as evidence of my fitness and ability to participate.

9. Privacy:

I understand that the information I have provided is necessary for the conduct of the Event and for the Objects of the ARYA and its State Associations. I acknowledge and agree that the information provided will only be used by the Organising Authority, the ARYA and its State Associations to facilitate the conduct of the Event and other Events conducted by the Organising Authority, the ARYA or its State Associations.

I agree that ARYA may upload information onto websites for the purposes of administering the Association, promoting and reporting on regattas, including the publication of results and competitor entry lists.

10. Digital Images:

I acknowledge and consent to photographs and videos being taken of me during participation in Organising Authority activities and authorise the Organising Authority, the ARYA and its State Associations to use such photographs and videos for promotional or other sailing and boating development and marketing purposes without my further consent being obtained.

Further, I consent to the Organising Authority, the ARYA and its State Associations using my name, image, likeness and performance in any Organising Authority, the ARYA or State Association activities, at any time, to promote the Organising Authority, the ARYA or its State Associations by any form of media.

11. Acknowledgements:

- a) I understand that I will be able to access my information through the Organising Authority.
- b) I acknowledge that the Organising Authority and the ARYA may also use my personal information in accordance with the ARYA Privacy Policy. I may advise the ARYA if I do not wish to receive information from the ARYA or any ARYA sponsors or third parties.

- c) The Event and the conduct of, and participation in the Event will be affected by weather and associated conditions. Given there is often an element of 'luck with the prevailing conditions' in entering and competing in the Event I acknowledge and agree that the Event organisers cannot control weather and associated conditions.

12. Parental / Guardian responsibility:

Where the applicant for the Event is under 18 years of age the parent or guardian of the applicant expressly agrees to be responsible for the applicant's behaviour and agrees to personally accept the conditions set out above including the provision of a release and indemnity in the terms set out above.

13. Code of Conduct

ARYA places great value on the time and commitment all participants invest and will not accept behaviour which breach the Racing Rules of Sailing and the "Principles of Sportsmanship and Fair Play" as detailed in the ARYA Race Management Manual. The key expectations are to:

- Encourage participants to play by the rules and respect the officials decisions and that of the Event or event organiser;
- Abide by the law;
- Appreciate good performances and the skill of all participants;
- Support all efforts to remove verbal and physical abuse from activities; and
- Respect the rights, dignity and worth of every participant regardless of their gender, ability, cultural background or religion.

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

I acknowledge that if my application to enter the Event is successful, I will be entitled to participate in the Event.