



## Membership Form 2021

### Membership:

Individual \$60 ☐ Family \$80 ☐ (Children must be Junior Members under 18).

Membership Payments due by 31st March 2021.

### Personal Details

Name.....

Address.....Post Code.....

Date of Birth ..... Male/Female .....

Phone Details Home ..... Mobile.....

Email .....

**Medical Details** - If you suffer or have suffered from any disease or any physical or mental disability (eg epilepsy, diabetes or any permanent disability to limb eye or ear) likely to affect your efficiency as a club member, it may affect your safety and that of others. You should consult your medical practitioner and DV8 Malibu Riders Inc prior to commencing any club activity.

Do you have a medical condition? No ☐ Yes ☐ .....

Emergency Contact Name .....

Address.....Post Code.....

Relationship.....

Phone – Home..... Work..... Mobile .....

Declaration I have read, understood, acknowledge and agree to the declaration and application and conditions of membership form. I have signed these forms. I warrant that all information is true and correct.

Signature ..... Date.....

Parent /Legal Guardian Consent (In respect to an applicant under the age of 18 years) I have read, understood, acknowledge and agree to the declaration and application and conditions of membership form. I have signed these forms and I personally consent to the declaration and application correct.

Name ..... Date.....

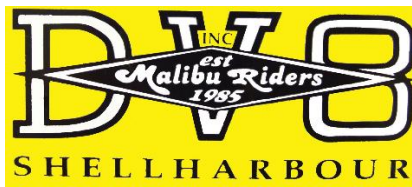
Signature ..... Date.....

**Office Use Only** Date application received ..... Amount Paid \$..... Receipt No .....

Accepted/Rejected by committee, Date.....

Signature of club officer.....

Membership Category .....



## Membership Declaration Form 2021

I (insert name).....

of (insert address).....

Hereby apply for membership of DV8 Malibu Riders Shellharbour Inc. In so applying I acknowledge and agree that:

### 1. In this application and declaration:

“Claim” means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against DV8 Malibu Riders Shellharbour Inc. (DV8MR) by any person entitled to make a claim under a relevant DV8MR insurance policy. “DV8MR” means DV8 Malibu Riders Inc and includes its members and their respective directors, officers, members, servants or agents. I acknowledge my application to enter the membership will be accepted upon notification to me by DV8MR.

2. **DV8 Malibu Riders Shellharbour Inc (DV8MR) Constitution** is a contract between me and (DV8MR). I will be bound by it any regulations made under it.

3. **Representative Surfing** – as a member of DV8MR, I will not represent any other boardriding club in events where DV8MR are competing.

4. **Insurance through ASI**– Public Liability Insurance is in place. You have the option of purchasing limited cover to me while performing or participating in any organised or recognised surfing activity. (For insurance details contact ASI). I can in my own interests seek and obtain personal insurances over and above cover provided by ASI.

5. I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by DV8MR in respect to the conduct and management of any DV8MR event.

### 6. Warning:

Surfing can be inherently dangerous. I acknowledge that I am exposed to certain risks during my membership and/or participation including but not limited to physical exertion, contact with surfboards equipment, body contact and surf, sea and weather conditions. 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 any DV8MR event.

7. **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 and services may be excluded. I acknowledge that these implied terms and rights and any liability of DV8MR flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of DV8MR will, at the discretion of DV8MR, be limited to the resupply of the services or the payment of the cost of having the services supplied again.

**8. Release & Indemnity:** In consideration of DV8MR accepting my application to enter membership I:

(a) Release and forever discharge DV8MR 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 DV8MR event; and

(b) indemnify and will keep indemnified DV8MR to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in any DV8MR event.

**9. Fitness to Participate:** I have been strongly advised to undergo a physical check-up prior to participating in the any DV8MR event and to present DV8MR with a medical clearance from my doctor. I declare that I am medically and physically fit and able to participate in any DV8MR event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify DV8MR in writing of any change to my medical condition, fitness and ability to participate.

**10. Right to Use Image:** I acknowledge and consent to photographs and electronic images (including, but not limited to, moving images) being taken of me during my participation. I acknowledge and agree that such photographs and electronic images are owned by DV8MR and it may use the photographs and electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to DV8MR using my name, image, likeness and also my performance in the Event, at any time, by any form of media, to promote DV8MR or the any Event.

**11. Privacy:** I understand that the information that I have provided on the entry form is necessary for the membership. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of DV8MR. If the information is not provided my application for entry to membership may be rejected. I acknowledge that DV8MR may also use my personal information for the purposes of providing me with promotional material from DV8MR sponsors or third parties. I may advise DV8MR if I do not wish to receive any sponsor or third party material.

**12.** I have provided the information required and signed this form where indicated. I warrant that all information provided is true and correct. I acknowledge that this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by DV8MR.

**13.** I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for entry to membership is successful I will be entitled to participate in any DV8MR event.

**Signed:**..... **Date:**..... **Name:** .....

NOTE: Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I, am the parent or guardian of the applicant. I authorize and consent to the applicant entering into DV8MR membership and in any DV8MR event. In consideration of the applicant's application for entry being accepted I expressly agree to be responsible for the applicant's behaviour and agree to personally accept in my capacity as parent or guardian the terms set out in this 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 DV8MR membership/event rules, terms and conditions.

**Parent's signature:**..... **Date:**..... **Name:**.....

(Where applicant under 18 years of age)