

I accept the following terms and conditions. Where the volunteer is under 18 years of age the parent or guardian of the volunteers expressly agrees to be responsible for the volunteers behaviour and agrees to personally accept the conditions set out below including the provision of a release and indemnity in the terms set out below.

The agreement is for the period of the event including event set up and pack up or on any ongoing role as required.

Volunteer Position Agreement – Terms and Conditions

I hereby register to attend event as a volunteer. In so registering and in consideration of my registration as a volunteer being accepted I acknowledge and agree that:

1. "Event" means the regatta, competition or otherwise for which the Volunteer is registering themselves for by completing the online entry registration form for which these terms and conditions are attached.
2. "Volunteer" means someone who enters into the event/regatta to perform a particular unpaid role under their own free will.
3. 'Australian Sailing' for the purposes of this registration and declaration means and includes Australian Sailing and its respective directors, officers, servants or agents.
4. "State Associations" means the state or territory yachting association and its respective directors, officers, servants or agents which is a constitutional member of Australian Sailing.
5. If registration is approved I will be permitted to attend the event subject to complying with the terms and conditions of the event, this declaration and any reasonable direction issued by the event organisers or their representatives.
6. The event rules and this declaration comprise a contract between me and Australian Sailing.
7. I agree that I am a volunteer for the event only. My services is for the event only and does not create an employment or contractual relationship between myself and Australian Sailing and its State Associations.
8. Warning: Participation in the event as a volunteer can be inherently dangerous. Depending on my volunteer role risks include, but are not limited to overexertion, equipment failure, dehydration, serious accidents, weather conditions, water quality, shark, crocodile and stinger attack 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, Australian Sailing will arrange medical or hospital treatment (including ambulance transportation). I authorise such actions being taken by Australian Sailing where my further consent cannot be obtained and agree to meet all costs associated with such action.
9. Exclusion of Liability: Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my registration as a volunteer to the event (if accepted) that Australian Sailing is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participant in the event as a volunteer.
10. Release and Indemnity: In consideration of my registration as a volunteer for the event being accepted I:
 - (a) Release and forever discharge Australian Sailing 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 Australian Sailing 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.
 - (c) 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

- (d) any action, suit, etc made by any person entitled to make a claim under a relevant event or Australian Sailing insurance policy.
11. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the event as a volunteer. Should I suffer from an allergy and/or require medication for a pre-existing condition I shall fully declare all necessary details to Australian Sailing. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify Australian Sailing in writing of any change to my fitness and ability to participate. I understand and accept that Australian Sailing will continue to rely upon this declaration as evidence of my fitness and ability to participate.
 12. **Qualifications and Licenses:** I agree that I hold all appropriate qualifications and licenses (including drivers and power boat license for relevant roles) required by Australian Sailing to undertake this role and I will keep these qualifications current or upgrade them as required.
 13. **Working with Children:** Where my role as a volunteer requires me to work with children I agree that I will have a current Working with Children Check (or the State/Territories equivalent).
 14. **Emergency Plan:** I agree that prior to the event that I will have read the Event Emergency Plan(s) provided to me by the event organiser. The event organiser will endeavour to provide you with this plan as soon as is practicable, prior to the event. I acknowledge that it is my responsibility to follow up the event for the emergency management plan in the event that you haven't otherwise received it.
 15. **Privacy:** I understand that the information I have provided is necessary for the conduct of the event and for the objects of Australian Sailing and its State Associations. I acknowledge and agree that the information provided will only be used by Australian Sailing and its State Associations to facilitate the conduct of the event conducted by Australian Sailing or its State Associations. For the Australian Sailing Privacy Policy please [click here](#).
 16. I acknowledge and consent to photographs and videos being taken of me during participation in the events activities and authorise Australian Sailing 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 Australian Sailing and its State Associations using my name, image, likeness and performance in any Australian Sailing or State Association activities, at any time, to promote Australian Sailing or its State Associations by any form of media.
 17. I understand that I will be able to access my information through the Australian Sailing or the relevant State Association.
 18. I acknowledge that Australian Sailing may also use my personal information in accordance with the Australian Sailing Privacy Policy. I may advise Australian Sailing if I do not wish to receive information from Australian Sailing or any Australian Sailing sponsors or third parties.
 19. **Prevailing conditions:** the event and the conduct of, and participation in the event as a volunteer will be affected by weather and association conditions. Given that there is often an element of the 'luck of the prevailing conditions' in entering as a volunteer in the event, I acknowledge and agree that the event organisers cannot control weather and associated conditions.
 20. I agree to abide by the Australian Sailing Member Protection Policy and the Code of Conduct below.

Code of Conduct

Australian Sailing places great value on the time and commitment all participants invest and will not accept behaviour which breach the Racing Rules of Sailing or the relevant Code of Conduct detailed in its Member Protection Policy. The key expectations are to:

- Agree to abide by the Code of Conduct.
- Be fair, considerate and honest in all dealing with others.
- Be professional in their actions, language, presentation, manners and punctuality in order to reflect high standards.
- Maintain confidentiality in regards to sensitive and/or commercial information.
- Resolve conflicts fairly and promptly through established procedures.
- Maintain strict impartiality in matters relating to the Member Protection Policy.
- Maintain a safe environment for others.
- Show concern and caution towards others.
- Be a positive role model for others.