



2022 AVON DESCENT EVENT WAIVER

TERMS OF ENTRY

EVENT ENTRY APPLICATION and DECLARATION

I hereby apply for entry to the Avon Descent ("Event"). In so applying and in consideration of my application for entry to the Event being accepted I acknowledge and agree that:

1. "NADA" for the purposes of this application and declaration means and includes Northam's Avon Descent Association Inc., its members and their respective directors, officers, members, servants or agents.
2. If accepted I will be permitted to participate in the Event subject to my complying with the terms and conditions of the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.
3. This document cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by NADA.
4. The Event Rules and this declaration comprise a contract between me and NADA. It is necessary and reasonable for promoting and conducting the Event.
5. **Warning:** Participation in the Event can be inherently dangerous. Risks including but not only overexertion, equipment failure, dehydration, serious accidents, weather conditions, water quality and river levels 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.
6. **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 NADA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the Event.
7. **Release and Indemnity:** In consideration of NADA accepting my application for entry to the Event, I:
 - a. release and forever discharge NADA 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 NADA 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. In this clause 8 "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 insurance policy.
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. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify NADA in writing of any change to my fitness and ability to participate. I understand and accept that NADA 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 NADA. I acknowledge and agree that the information will only be used by NADA to facilitate the conduct of the Event and other events conducted by NADA. I understand that I will be able to access my information through NADA. If the information is not provided my entry application may be rejected. I acknowledge that NADA may also use my personal information in accordance with the NADA Privacy By-law. I may advise NADA if I do not wish to receive from NADA any NADA sponsors or third parties; promotional material.
10. **Copyright and right to use image:** I acknowledge and consent to photographs being taken of me by or on behalf of NADA during my participation in the Event. I acknowledge that the photographs are owned by NADA and that NADA may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Event organisers using my name, image, likeness and also my performance in the Event, at any time, to promote the Event by any form of media.
11. **Prevailing conditions:** 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 the “luck of the prevailing conditions” in entering and competing in the Event I acknowledge and agree the Event organisers cannot control the weather and associated conditions.

I have read, understood, acknowledge and agree to the above declaration 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.

SELF-COMPETENCY DECLARATION

I hereby declare that I fully understand the requirements for self-competency and have answered in accordance with my ability and that I must have achieved competency in all assessment criteria to be deemed competent, otherwise I will not be able to compete in the event. I acknowledge that paddling/power craft racing is a dangerous sport and that I undertake any such activity at my own risk. I agree to obey at all times any instructions given and all applicable rules, regulations, resolutions and decisions by organisers.

EVENT RULES & CODE OF CONDUCT

In signing this form, I also acknowledge I have read, understood, and agree to abide by the **Event Rules, Specifications** and the **Code of Conduct**.

UNDER 18 ONLY

If you are a competitor under 18 years of age then this form must be signed by a parent or guardian and submitted at scrutineering.

Please enter below the name of the participant below and sign as a responsible parent or guardian.

Name of participant (under 18 years)	
Name of parent/guardian	
Contact phone	
Signature	