



Member Release and Waiver of Liability

Personal Information

1. Name (Guardian if under 18)..... Surname.....
2. Date of Birth...../...../..... Age (Y)..... Sex: Male Female
3. Health Insurance #..... Health Insurance Name.....
4. Nationality..... Driving license/Passport #.....
5. Address.....Postcode.....State.....
6. Mobile.....Phone.....Email.....

Emergency Contact

7. Name and surname.....Relationship.....
8. Full Address.....
9. Mobile.....Phone.....Email.....

Special Requirements

10. Are you allergic, asthmatic or epileptic.....
11. Do you have any additional needs/injuries we need to be aware of?

In consideration for being permitted to participate in any way in the surf sport activities organized by Alba Surf Club (here and after ASC), I, the undersigned, understand, acknowledge and accept that:

- 1) **ASC** is a corporation which aims to organize surf trips and other activities (here and after ASC activities) for friends that share a common passion: surfing.
- 2) **Definitions:** Whenever used in this Agreement, the following terms and phrases shall have the following meanings:
 - "**ASC activities**" means all the activities organized by ASC, such as surfing trips (in Australia or overseas), every type of social event, out or in door sports and any other adventure or social event or activity including transportation.
 - "**ASC volunteers**" means all members that help in the organization of ASC activities, providing simple but necessary work to make the ASC activities happen. This includes those who offer their car in order to carry out the ASC activities and Alba Surf Club VIP members.
 - "**claims**" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising (including negligence).
- 3) **Warning:** Participating in any ASC activities can be inherently dangerous. I understand the nature and requirements of these activities and acknowledge that serious accidents can and often happen which may result in me being seriously injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risk and that I am solely responsible in participating in the ASC activities.
 - a. These risks and dangers may be caused by my own actions or inactions on water, the actions or inactions of others participating in surf activities and any other ASC activities, the condition in which the activity takes place, or the negligence's of the releases named below including but not limited to slips, falls, collisions, equipment failure, bad decision-making on water, inattentive surfers, etc.
 - b. There may be other risks, social and economic losses either not known to me or not readily foreseeable at this time.
 - c. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the ASC activities and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during any ASC activity.
 - d. I knowingly and freely assume all such risks, both known and unknown, and I voluntarily PARTICIPATE at my OWN RISK and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in ASC activities.
 - e. I confirm I recognize the ocean's dangers (currents, waves, reefs, rips, other surfers etc) and I know how to be safe in this environment.
 - f. I agree that I will not do anything reckless and that I will not deliberately put myself in a situation where I may get hurt.
 - g. I have read the "Surfing Rules", "Legal Statement - including this Liability Waiver", "Driver Acknowledgement" and "Terms and Conditions" from ASC homepage www.albasurfclub.com. These statements may be subject to changes upon policies, legislation, etc for which I agree on reading them periodically to get updated. If I should not agree with any change made on any of those documents I will notify Alba Surf Club staff immediately and before any incident occur. I acknowledge and will always follow the rules by the water and understand I could get hurt from my own actions or from the actions of someone else.



ALBA'S SURF CLUB

Mobile: +61 0449827486 E-Mail: albasurfclub@gmail.com

www.albasurfclub.com





- 4) **Physical Fitness:** I must not participate in ASC activities if I have an injury, disability, medical or health condition that may increase the risk of getting injured. I declare that I am medically and physically fit and able to participate in ASC activities and I will immediately notify ASC of any change to my fitness and ability to participate.
 - a. I understand the nature of surfing and I am qualified, in good health and in proper physical condition to participate in such a demanding activity.
 - b. I declare that I am an experienced swimmer, that I can swim in surf and I have at least an intermediate surf level. I understand this is a Surf Club (of free surfers) where there are neither instructors nor lifesaving services. ASC Members surf at their own risk at all times.
- 5) **Instructions:** I will at all times comply with "Surfing Rules" and "Terms and Conditions" from ASC and will always ask for advice from veteran members before initiating any activity at my own risk and danger. I will always follow the safety procedures indicated by the "Surfing Rules", "Terms and Conditions", "Risk Management" and "Operational manual" as well as the advice given by Alba Surf Club staff on the day trip. I will always comply with directions given by ASC to leave the surf due to my ability or the condition of the surf.
- 6) **Transportation:**
I understand that fellow surfers drive me to and from the surf. I understand that these drivers have told ASC that they have fully paid the insurance on the cars that they are using. I accept that if there is an accident then my full entitlement to any damages arising from any accident will be what I can claim pursuant to the driver's insurance policy only. ASC will not be liable for any additional losses or damages that I may suffer that are not compensated by the driver's insurance policy, including death.
- 7) **Insurance requirements:** Alba Surf Club strongly recommends to all members to get insured by Surfing Victoria even if you have your own medical coverage. Before enrolling in any surf trip with ASC you understand you need to be fully covered by a high risk sport activities insurance that has ambulance services to remote areas. By signing this statement you declare you have health insurance (that would cover any injury/death that may occur) and fulfil all requirements mentioned above.
- 8) **Release & Indemnity:** My participation in ASC activities is entirely at my own risk and I agree to:
 - a. Release and forever discharge ASC from all liability and claims that I may have or may have had but for this release arising from or in connection with my participation in the activities.
 - b. Indemnify and hold harmless the ASC to the extent permitted by law in respect to any claim by any person including but not only another participant in the activities arising as a result of or in connection with any participation in the activities.
 - c. I incur as a result of my participation, or that of the minor, in the ASC activities thereby release, discharge, and covenant not to sue ASC, their respective administrators, directors, volunteers, sponsors, of premises on which the surf activity takes place (each considered one of the "releases" here in) from all liability, claims, demands, losses, injuries or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations.
- 9) **Identity:** Photographic and or visual images taken by ASC of my participation in ASC activities may be used for general Promotion of the Organizer's activities. ASC owns all rights to the pictures taken on the activities as well as the profile forms filled out. The photos/profiles with basic data may appear on the Internet either on the official club website or some other media such as: YouTube, Google, Facebook, MySpace, MyPhotoAlbum, etc. I declare I give all rights to ASC of all that is mentioned above.
- 10) **Privacy Policy:** ASC is committed to protect all collected personal information of ASC members and will not use them for any purposes other than listed above in section 8.

I do not hold ASC, ASC volunteers (including drivers), sponsors or supporters legally responsible for injuries (including death) I suffer on their premises or using their equipment or participating in their activities. This release applies to me, and to friends of mine (non ASC member) who accompanies me to ASC surf activities without being a member. I make this release and these representations on their behalf as well as my own, and I agree and assume responsibility for their safety.

I have had sufficient opportunity to read this assumption of risk agreement and fully understand its terms; I have accepted the agreement freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I sign it freely and voluntarily.

Date ___/___/___ Signature of Member/Guardian _____



ALBA'S SURF CLUB

Mobile: +61 0449827486 E-Mail: albasurfclub@gmail.com

www.albasurfclub.com

