



Event Registration Liability Policy as at Friday, 31 August, 2007

In consideration of my application for event registration being accepted **I acknowledge and agree** that:

1. For the registration forms

Affiliated group means an affiliated sub-group of the Swiss Club of Victoria

Claim means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising but not limited to negligence but does not include a claim against the Club under any right expressly conferred by its constitution or regulation.

Events or Activities means performing or participating in any capacity in any authorized or recognized event or activity endorsed by the Club.

Swiss Club means and includes SCV, LL, SCS, YSG, SFDGA, SMSS, SP and where the context so permits, their respective directors, conveners, officers, members, servants or agents.

SCV means Swiss Club of Victoria.

LL means Ladies Luncheon.

SCS means The Swiss Companion Singers.

YSG means Young Swiss Group.

SFDGA means Swiss Folk Dance Group Alpenrose.

SMSS means Saturday Morning Swiss School.

SP means Swiss Playgroup.

2. If my registration for an event or activity is accepted

I acknowledge my acceptance of the Swiss Club's liability policy upon participation in Swiss Club events and activities and I acknowledge that I will be bound by and agree to comply with the articles of association, constitution, regulations and policies of the Swiss Club while participating in these events and activities.

3. Risk Warning

Some events and activities conducted external to (outside of?) the Swiss Club's premises can be inherently dangerous. I acknowledge that I am (may be) exposed to certain risks during Swiss Club events and activities including but not limited to physical exertion, contact with equipment, body contact, activity conditions, and the weather. I acknowledge that accidents can and do happen which may result in property being damaged or a person being injured. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Swiss Club events and activities.

4. 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 or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Swiss Club flowing from them, are expressly excluded to the extent possible by law, by the event registration. To the extent of any liability arising, the liability of the Swiss Club will, at the discretion of the Swiss Club, be limited to the resupply of the services or goods or payment of the cost of having the services or goods supplied again.

5. Release and Indemnity

In consideration of the Swiss Club accepting my application for registration I:

(a) release and will release the Swiss Club from all claims that I may have or may have had but for this release arising from or in connection with my event registration and/or participation in any Swiss Club activities; and

(b) indemnify and will keep indemnified the Swiss Club to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with my registration and/or participation in any Swiss Club activities.

6. Fitness to Participate

I declare that I am medically fit (including physically and mentally fit) and able to participate in any Swiss Club activities. I will immediately notify the Swiss Club of any change to my medical condition, fitness or ability to participate.

7. Medical Treatment

I consent to receiving any medical treatment that the Swiss Club reasonably considers necessary or desirable for me during my participation in Swiss Club activities. I also agree to reimburse the Swiss Club for any costs or expenses incurred in providing me with medical treatment.

8. Right to Use Image

I acknowledge and consent to photographs and electronic images being taken of me during my participation in any activities. I acknowledge and agree that such photographs and electronic images are owned by the Swiss Club and that the Swiss Club may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Swiss Club using my image, likeness and also my performance in the event, at any time, by any form of media, to promote Swiss Club activities.

9. Right to Use Email for Swiss Club Purposes

I acknowledge and consent to my email address, provided on the registration form being used by the Swiss Club for the specific purpose of informing me of information related to Swiss Club activities.

10. Privacy

I understand that the information I have provided on the registration form is necessary for the objects (objectives?) of the Swiss Club. I acknowledge and agree that the information will be disclosed by and will only be used for the objects (objectives?) of Swiss Club activities and general business and to provide me with event services. If the information is not provided my event registration may be rejected.

I acknowledge that the Swiss Club may also use my personal information for the purpose of providing me with promotional material from the Swiss Club. I may advise the Swiss Club if I do not wish to receive from the Swiss Club any promotional material.

11. Severance

If any provision of this Event Registration Liability Policy is invalid or not enforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this Event Registration Liability Policy or affect validity or enforceability of it in any other jurisdiction.

12. I have provided the information as required on the event registration form. I warrant that all information provided is true and correct.

I have read, understood and agree to the above terms including the warning, exclusion of implied terms, release and indemnity. In addition, I agree to be bound by and to comply with the Swiss Club articles of association/constitution and any regulations and policies made under it.

Where the applicant is under 18 years of age an event registration must also be consented to by the applicant's parent or legal guardian.