



Risk Warning and Disclaimer

All adult members must read this Risk Warning and Disclaimer and agree to be bound by the acknowledgements and indemnity, become a financial member and abide by the Rules, Regulations and Constitution of Narrabeen Lakes Sailing Club.

This Risk Warning is issued jointly by Narrabeen Lakes Sailing Club (NLSC) and the NSW Maritime Authority, pursuant to the Civil Liability Act 2002 to all persons wishing to participate in sailing activities conducted by NLSC.

Participants are warned that, regardless of the precautions, which might be taken by reasonable and experienced persons, sailing can be a dangerous pursuit and participants are exposed to significant risk of property damage, physical harm and possibly death. As an indication, these risks may include, but are not limited to

- the extremes of weather and sea conditions;
- the potential that control of vessels may be lost, resulting in collision with objects and other vessels;
- the potential that the vessel will run aground or hit a floating object;
- the sudden movement of the vessel at any time and the possibility that participants may fall or be thrown overboard, resulting in drowning;
- the possibility that participants may be injured by equipment on the vessel;
- the absence of immediate medical care and the likelihood that significant delays may occur before medical care is available;
- exposure to the elements for extended periods;
- sunburn and the possibility of skin cancer from sun exposure to unprotected skin;
- injury or infection from standing on sharp objects in the sand.

NLSC and the NSW Maritime Authority also warn participants that regardless of their best intentions, they may be unable to render assistance to participants who are in distress. Participants are warned to consider the above risks and all other risks before deciding to participate in any sailing event with NLSC or which take place from the NLSC clubhouse.

Participants are also advised that although NLSC is covered by third party liability insurance, this cover **DOES NOT** extend to participants. Any participant who considers they have a need for insurance must make their own private arrangements with an insurer. Membership of a sailing club affiliated with Australian Sailing entitles you to personal accident insurance cover.

Disclaimer

It is the responsibility of owners and skippers to ensure that each boat or sailboard nominated on the entry form complies with the 'rules' as defined in the RRS.

All competitors who sign the entry/membership form, in doing so, have made a declaration to the Organising Authority that the nominated boat or sailboard will, at all times while racing, comply with the requirements of Australian Sailing, the Notice of Race and Sailing Instructions, including:

- (a) RRS 46, Australian Sailing prescribes that the person in charge shall be a member of a Club affiliated to Australian Sailing and an Australian Sailing card holder (SIN)(b) [The Australian Sailing Special Regulations 2017-2021](#);
- (c) Adequate current Third Party Property Liability Insurance and Third Party Personal Liability cover of not less than \$[10,000,000] ([ten] million dollars) for any one incident. All insurance shall be maintained during the period of racing;
- (d) The organising Authority is not responsible for the seaworthiness of a boat or sailboard whose entry is accepted or the sufficiency or adequacy of its equipment
- (e) The person who signs and lodges the entry form with the Organising Authority, warranting to the Organising Authority that he or she will draw to the attention of any person who competes on the yacht, the subject of the entry form in any event conducted by the Organising Authority of the risk warning above; and
- (f) the person who signs and lodges this entry form with the Organising Authority, acknowledging receipt of the risk warning above and releasing the Organising Authority from any claim or liability whatsoever for any harm or personal injury suffered by him, or by any person claiming through him, in any event conducted by the Organising Authority.
- (g) All those taking part in these races do so at their own risk and responsibility. Specific attention is drawn to RRS 4 which states; **"The responsibility for a boat or sailboard's decision to participate in a race or to continue racing is hers alone"**. The NLSC Race Committee and other race officials are not responsible for any damage or injury either afloat or ashore prior to, during or after the event.

Liability



The attention of all participants in either in the NLSC sailing activities or in any sailing activities or programs conducted from the NLSC clubhouse is drawn to the Risk Warning above.

Each adult participant (including all adults registered under an NLSC Family Membership) acknowledges that he or she:

- has read the Risk Warning;
- participates in sailing activities conducted by NLSC or from its clubhouse at his or her own risk and responsibility;
- excludes NLSC from all liability, including but not limited to liability for negligence;
- accepts that NLSC is not responsible for the seaworthiness of any boat or sailboard whose entry is accepted or adequacy of its equipment but that NLSC reserves the right to refuse any entry; and,
- indemnifies NLSC for all claims arising from an act or omission of the participant.

Use of NLSC Boats or sailboards

Notice is given to all members or visitors who use or crew on any NLSC boat or sailboard whether for the purpose of participating in NLSC races, or undertaking sailing lessons, instructions, or who operates, crews or is a guest on any rescue boat or sailboard, the NLSC being an amateur sailing club:

- does not accept any responsibility whatsoever for any loss, damage or injury which may be sustained by any person as a result of the authorised or unauthorised use of any NLSC Boat or sailboards, or any of the equipment made available by NLSC;
- NLSC does not accept any responsibility for any loss, damage or injury which may be sustained by any person caused either directly or indirectly by any failure of any of the equipment provided with NLSC boats or sailboards and rescue boats, including for example but not limited to its spars, ropes, sails, hull, rudder, tiller or tiller extension, centre board, blocks, anchors, outboard engines or any parts thereof; and
- every person who operates, uses or crews on any sailing or safety boat does so at his or her own risk; and
- in consideration for the use of a NLSC sailing boat or sailboard or safety boat any member or guest who sustains any loss, damage or injury operating or crewing on such vessel releases and discharges the NLSC, the members of its committee and members of the NLSC (jointly and severally) from all and any suits, actions or claims he or she may assert or have arising at law or otherwise and he or she acknowledges and agrees that this release may be relied upon as a complete defense thereto.

All members, visitors and guests acknowledge and agree:

- that the provision of the safety facility operated by the NLSC through a Safety Boat is a voluntary facility provided by the NLSC; and
- that the exclusions from liability and releases provided above shall be applicable to, and binding on all members, visitors and guests in the event that any of them sustain any loss, damage or injury while being rescued, or seeking to be rescued, or in need of being rescued.
- That all Junior Members will be accompanied by a responsible adult member, and that parents or Adult Members responsible for Junior Members complete the Member Registration and read and agree to this Risk Warning.

Reducing Risk

I am aware that at all times while participating in NLSC-organised water events, that I am required to wear appropriate and safe sailing gear. This includes a life jacket and adequate sailing footwear.