

7. APPENDIX

Plan for Safe Participation Request Form

Part A: Member Details

Given Names:

Last Name:

Date of Birth:

Phone Number:

Email:

Surf Club:

What surf lifesaving activity does this plan relate to?

Completing an award or training course

Lifesaving patrol or rescue role

Surf sport competition or program

Participation program or activity

Other. Please describe:

What is the name of this surf lifesaving activity?

Part B: Assessment of fitness to participation in surf lifesaving activities – report

Health Care Professional:

Full Name

Qualifications:

Phone Number:

Email:

Address:

Health Professional's Registration Number
(relevant registering body):

Date of Examination:

Signature:

I have examined the member named above whom I have known/treated since (insert date): .

In my opinion and in accordance with Policy 6.03 Inclusion and Safe Participation, they :

(select one option only)

Meet the criteria for safe participation in the stated surf lifesaving activity

Meet the criteria for safe participation in the surf lifesaving activity with reasonable adjustment
(complete Part C)

Do not meet the criteria for safe participation in the stated surf lifesaving activity

Require further examination

Please describe the nature of the condition. Provide information to support consideration of the assessment decision, including information used to evaluate against the relevant Guidelines for Safe Participation, consideration of the surf lifesaving activity, or recommendations for further examination:

If applicable, please describe any recommended participation conditions or restrictions relating to the members disability or underlying health condition, activity modifications, assistive devices, corrective lenses or restricted activities, etc:

For conditions that have improved, please provide details of the criteria previously not met; the response to treatment and prognosis; duration of improvement; and other relevant information including consideration of the surf lifesaving task(s):

Part C: Request for reasonable adjustment

Please describe the reasonable adjustment requested:

Part D: Review

Please indicate when this plan should be reviewed: months

Part E: Supporting evidence

Further comments or evidence relating to this assessment is attached. (please attach)

Part F: Agreement

I, _____ (Participant name and address)
agree to participate in the Activity on the following terms:

1. In this declaration:

Activity means the surf lifesaving activity/activities the subject of the Participant's Safe Participation Plan made under SLSA Policy 6.03 (inclusion and Safe Participation)

Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SLSA by any person entitled to make a claim under a relevant insurance policy.

SLSA means Surf Life Saving Australia Limited and includes its directors, officers, servants or agents, members (including Clubs) and their respective directors, officers, members, servants or agents.

2. I acknowledge my participation in the Activity will be accepted upon notification to me by SLSA. I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by SLSA in respect to the conduct and management of the Activity in addition to this Declaration.

3. **Warning: The Activity can be inherently dangerous.**

I acknowledge that depending on the nature of the Activity I may be exposed to certain risks during the Activity including but not limited to physical exertion, contact with surf lifesaving equipment, body contact with other persons, potential contact with sea creatures and surf, sea, tide, wind and weather conditions including but not only temperatures and ocean currents. I acknowledge that accidents or incidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Activity.

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

5. Release & Indemnity: In consideration of SLSA accepting my application to participate in the Activity I:
 - (a) release and will release SLSA 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 Activity; and
 - (b) indemnify and will keep indemnified SLSA to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in the Activity.
6. Fitness to Participate: I will comply with any health-related directions issued by any relevant government in respect to the Activity. I have been advised to undergo a physical check-up prior to participating in the Activity and to present SLSA with a medical clearance from my doctor. I declare that I am medically and physically fit and able to participate in the Activity. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SLSA in writing of any change to my medical condition, fitness and ability to participate. If I feel unwell prior to the Activity I will not attend. If I feel unwell during the Activity I will immediately withdraw from, and leave the Activity. I acknowledge that if I have left the Activity I cannot return unless advised by a medical practitioner that I am able to do so.
7. Privacy: I understand that the information that I have provided to SLSA is necessary for me to participate in the Activity. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of SLSA and only in accordance with SLSA's privacy policy. If the information is not provided, I may not be able to participate in the Activity. I acknowledge that SLSA may also use my personal information for the purposes of providing me with promotional material from SLSA sponsors or third parties. I may advise SLSA if I do not wish to receive any sponsor or third-party material.
8. I acknowledge the rights of SLSA to use, without restriction, any images or photographs captured or taken of me before, during or after the Activity.
9. I have provided the information required and signed this form where indicated. I warrant that all information provided is true and correct. I acknowledge that this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SLSA.

10. Severance: If any provision of this membership declaration is invalid or unenforceable 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 of it in any other jurisdiction.

Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

11. By signing this agreement I acknowledge that these terms are legally binding and that I agree to these terms and conditions for myself and also on behalf of any other person included in the transaction. By completing and submitting the following form you and any others included in the transaction are entering an agreement which, if accepted by us, will result in a binding contract. It is governed by NSW law.
12. If the Participant has not yet reached the age of 18 years, or requires a guardian, I, **the parent or guardian** of the Participant authorise and consent to the applicant undertaking the Activity. In consideration of the Participant's participation in the Activity, I expressly agree to be responsible for the Participant's behaviour and agree to accept, in my capacity as parent or guardian, the terms set out in this declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the SLSA Constitution and any regulations and policies made under them.

Member:

Full Name

Date:

Signature:

Office use

Received by:

Full Name

Member ID:

Date:

Signature:

Received by MAG:

Full Name

Date:

Signature:

Outcome : Accepted

Changes recommended

MAG Recommendations:

Filed by:

Full Name

Date:

Signature: