

The Swords Club

MEMBERSHIP FORM FOR MEMBERS AGED UNDER 18

(Please use capital letters)

MR/MS
(Surname) (Child's Given Names)

ADDRESS

TELEPHONE: (H) (W) (M)

EMAIL DATE OF BIRTH

SCHOOL FEE: \$120 / NEW: +\$5 Total Enclosed \$

. Do you intend to affiliate/register with the NSWFA as a Swords Club member? YES NO

My child, named above, wishes to undertake a recreational activity, being the sport of fencing, conducted by the Swords Fencing Club Inc.

I, the undersigned:

1. am over the age of 18 years and I am the parent or legal guardian of the child named above;
2. have made enquiry of my own as to the risks associated with fencing before signing this form;
3. agree that fencing is a dangerous recreational activity within the meaning of the CIVIL LIABILITY ACT 2002

CIVIL LIABILITY ACT 2002 – SECT 5M Risk Warning

4. acknowledge that fencing is a combat sport and that there are inherent risks of injury from undertaking a combat sport as a recreational activity;
5. acknowledge that there are risks to my child's physical safety and physical well-being associated with participation in fencing as an activity, which risks include (but not exhaustively):
 - a. physical injury from undertaking vigorous or unusual physical activity or repetitive activity;
 - b. injury inflicted by others using a sword with the intention of hitting my child (which is one object of the sport of fencing) with or without a malicious intent to hurt or injure;
 - c. contact or violent collision with another fencer;
 - d. being hit with or contact with a sword when my child is not wearing protective equipment or clothing;
 - e. a failure of protective equipment or clothing or breakage of a sword;
 - f. incorrect or irresponsible use of a sword by my child or others;
 - g. fencing in breach of the rules of fencing by an opponent;
 - h. the failure of a referee or others with a capacity to control a fencing bout to control the bout or to prevent a breach of the rules or etiquette of fencing or to detect improper or incorrect or defective equipment or otherwise to be vigilant for my child's interests or safety;
 - i. falling over or tripping on piste, equipment, clothing or wires, or slipping on fluid on a floor, in a venue in which fencing is being conducted; and
 - j. injury or illness consequent on any of the above and the matters below.
6. agree that no person has the authority of Swords Fencing Club Inc. to make any statement or representation to me or my child that or to the effect that my child is not subject to the risks referred to above when undertaking fencing training or bouts or attending on the club premises or premises where fencing is being conducted.
7. acknowledge that my child is not required to fence or train for fencing by Swords Fencing Club Inc. and that my child can withdraw at any time from fencing or training notwithstanding any selection to represent the club, any competition pool sheet that mentions his or her name, any invitation to fence or train from any other person or any appointment or schedule to fence or train for fencing, which matters are not a requirement to fence or train or remain on premises.
8. agree that no person has the authority of Swords Fencing Club Inc. to make any statement or representation to me or my child to the effect that my child is required to fence or train if my child does not want to or they wish to withdraw from any place at which fencing is being or might be carried out. I agree that they will so withdraw promptly if they do not wish to fence or be present where fencing is being conducted.

- 9. agree that to the extent permitted by law,
 - a. the Swords Fencing Club Inc. and any member thereof, coaches, and office bearers or any person associated in any way with the conduct of or participation in the sport of fencing in premises occupied by the Club or in competition or events sponsored or organised by the said persons (all of which persons, and the Club, their successors or assigns and legal personal representatives, are severally and jointly included in the term “the indemnified”).
 - b. are released by me from any liability, and are not to be responsible to my child in law, for any injury, illness or mishap or damage of whatever kind sustained by my child in, arising from or out of, or in any way directly or indirectly connected with any lesson, practice or match or any function or event of whatsoever nature held or conducted or participated in by the indemnified or any of them or prior to or subsequent thereof, or in any way connected directly or indirectly with the said activities; and
 - c. to the extent that there is or may be any such liability to my child by any or all of the indemnified, I hereby irrevocably agree to indemnify the indemnified who are or may be liable to my child against any liability to my child or any liability incurred by them in a suit or claim on my behalf or by others in relation to any injury, illness or mishap suffered by my child and caused or occasioned by the indemnified or any of them or for which any or all of the indemnified may be liable, which right of indemnity I agree may be set up as a defence to any such claim and I agree that the said indemnity shall extend to any costs or expense incurred or suffered by the indemnified by reason of any claim made against them in respect of an indemnified matter or event by me, on my behalf or by others in respect of injury loss or damage suffered by my child.
- 10. agree that to the extent that a policy of insurance or a public insurance scheme provides indemnity or benefits to my child, or to others in relation to any loss or damage suffered by my child in or in connection with any injury, loss or damage arising from or in relation to fencing (about which the Swords Fencing Club Inc. makes no warranty or representation), the amount of the said insurance will be claimed by me and whether or not I claim it, the entitlement to so claim is agreed by me to be in satisfaction of and in discharge of all and any rights of action that I might otherwise have had against all or any of the indemnified.

CIVIL LIABILITY ACT 2002. SECT 5N

- 11. agree with the Swords Fencing Club Inc. and the indemnified persons referred to above to exclude any and all liability of the indemnified persons or any of them for any breach of any express or implied warranty that any services rendered to my child by any of those persons have or will be supplied or rendered with reasonable care and skill.

PHOTO CONSENT

- 12. give consent to the Swords Fencing Club Inc. to make, use and/or retain images that may identify my child or an individual for whom I have authorized decision-making responsibility. I understand that I can withdraw or modify my consent at any time in writing to the Swords Fencing Club Inc.
- 13. understand that by giving consent, the Swords Fencing Club Inc. can use the images to promote the Swords Fencing Club Inc. The Swords Fencing Club Inc. may reproduce the images in any form, in whole or in part, and distribute the works by any medium including the Internet, CD-ROM or other multimedia.
- 14. understand that the Swords Fencing Club Inc.:
 - a. will not pay me for giving this consent or for the use of the images;
 - b. may keep the images on record until I revoke my consent;
 - c. will return or destroy images if I withdraw this consent, with the exception of those already published;
 - d. may use the images in the future, unless I specify in writing limitations for its use; and
 - e. will not infringe the rights of any third party by exercising its rights given in this Consent.

SIGNED DATE

(Parent or Guardian)

WITNESS

MEMBERSHIP RENEWAL - PAYMENT OPTIONS

CASH
 CHEQUE: payable to The Swords Club
 ONLINE DIRECT DEPOSIT: The Swords Club
 Commonwealth Bank, St James Branch
 BSB: 062021
 Account: 00900664
 Please put Myyyy (e.g., M2017) and your name as the identifier

Note: The signed Membership Detail and Indemnity Form can be given to the TSC Treasurer Fiona Budniak or scanned then emailed to theswordclub@gmail.com