RISK WARNING
BATEMANS BAY SAILING CLUB NOTICE OF RACE EXTRACT

Conditions of entry

Civil Liability Act 2002 (NSW) risk warning

51. The *Civil Liability Act 2002* (NSW) provides, in effect, that the **Club** does not owe a duty of care to a competitor to take care in respect of a risk of participation in a race if the risk was the subject of a risk warning.
52. Participation in a race is inherently dangerous and exposes a competitor to risks including, but not limited to:
    (a) unpredictable weather and / or sea conditions;
    (b) the loss of the control of a boat resulting in a collision with another boat or object causing injury to a competitor;
    (c) the sudden movement of the boat resulting in a participant falling, causing injury to the participant, or the competitor falling overboard;
    (d) equipment failure causing injury to a competitor; and / or
    (e) exposure to conditions giving rise to a risk of:
        (i) hypothermia and /or heatstroke; and / or
        (ii) contracting COVID 19.
53. The above risks have been known to result in injury, death and / or property damage.
54. The risks may be exacerbated by the lack of access to immediate medical care and, notwithstanding the **Club's** best intentions, the inability of the **Club** to render assistance to a competitor.
55. The person in charge of a boat entered in a race shall draw to the attention of each person on the boat:
    (a) this risk warning; and
    (b) the disclaimer and indemnity set out in this Notice of Race.
56. A competitor is warned to consider the risks before deciding to participate in a race.

Disclaimer

57. A competitor in a race or other event conducted by the Club does so entirely at his or her own risk and responsibility. The **Club**, its Committee of Management, the **Committee**, the **Race Officer**, the **Equipment Auditor**, **Measurer** or other organisation or person organising a race or event is not responsible for:
    (a) the seaworthiness of a participating boat;
    (b) the sufficiency or adequacy of her equipment; or
    (c) damage, injury or loss which may result, directly or indirectly, from preparing for, or participating in, a race or event or from an occurrence following the finish of the race or event.
58. Attention is drawn to:
    (a) rules 3 (Acceptance of the Rules) and 4 (Decision to race)., respectively; and
    (b) regulation 1.02, Responsibility of the person in charge.

Indemnity

59. In consideration of being allowed to participate in a race or other event conducted by the **Club**, each competitor agrees:
    (a) to do so at the competitor's own risk;
    (b) not to make any claim against the **Club** for any damage, injury or loss sustained or caused by participating in the race or event or as a result of an occurrence following the finish of the race or event;
    (c) to participate at the competitor's own risk and to indemnify the **Club**, and keep it indemnified, together with any other organisation or person involved in the conduct of the race or event against all claims, suits, actions or demands which may be brought in respect of any damage, injury or loss sustained or caused by the competitor in the course of participating in the race or event or as a result of an occurrence following the finish of the race or event; and
    (d) to exonerate the **Club** together with any other organisation or person involved in the conduct of the race or event from any damage, injury or loss sustained or caused to him or her whether due to alleged negligence or otherwise.

Personal accident insurance

60. The **Club's** third-party liability insurance policy does not extend to a competitor in a race or other event conducted by it. A competitor who requires insurance coverage other than the personal accident coverage provided through **Club** membership as described on Australian Sailing's web site should arrange his or her own insurance.

BATEMANS BAY SAILING CLUB
RISK WARNING ACKNOWLEDGEMENT

I have read and understand the extract from Batemans Bay Sailing Club's Notice of Race on the previous page.

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