



Skate Victoria/ Skate Australia  
Speed Branch

2009/10 Membership Application  
MEMBERSHIP YEAR 1st JULY 2009– 30th JUNE 2010

I hereby apply for membership of Skate Victoria Inc/ Skate Australia Inc. In so applying and in consideration of my application being accepted I have read, acknowledged and agreed to the declaration including in the warning, exclusion of liability release and indemnity clauses on the reverse of this form. I acknowledge that Skate Victoria/ Skate Australia may reject this application at its discretion. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages and services of membership

**PERSONAL INFORMATION:**

GIVEN NAME: \_\_\_\_\_ SURNAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_ POST CODE \_\_\_\_\_

PHONE: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (M) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ GENDER: M / F

**Bronze  \$25.00**  
All ages non racing

**Silver  \$50.00**  
Under 15 development program

**Gold  \$90.00**  
All State Competitions including  
Grand Prixs, Victorian Championships  
Southern Cross, Ken Sutter.

**Platinum  \$110.00**  
State, National & International competitions.

**Associate  \$10.00**  
Non skating members including  
Coaches, Officials & Administrators.

**CURRENT CLUB:** \_\_\_\_\_

**CODES OF BEHAVIOUR:**

I will conduct myself and endeavour to ensure others in my company conduct themselves in a proper and reasonable manner and in accordance with Skate Victoria's Codes of Behaviour. I agree to be bound by Skate Victoria's constitution, rules and by-laws and the conditions of entry into the rink and to submit myself to the jurisdiction of Skate Victoria's Tribunal, Member Protection Policy and any other disciplinary forum connected with Skate Victoria.

**MEDICAL INFORMATION:**

Do you have any medical condition which SV/Skate Australia should be aware of? YES / NO  
If YES, please complete **Attachment A** and return with your membership form.

**SIGNATURE & DECLARATION**

**Fitness to Participate:** I declare that I am medically and physically fit and able to participate in any Skate Victoria/Skate Australia authorized or recognized activity of my choosing including competitions.

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent (If under 18 years of age): \_\_\_\_\_

Club Secretary: \_\_\_\_\_  
(Proof of Age must be verified if under 18 years of age)

For the purpose of the declaration in this form 'SV/SA' means and includes Skate Australia, 'SV' means and includes Inline Hockey Victoria any of its State Associations or clubs, its subsidiaries, its members (including Clubs) and their respective directors, officers, members, servants or agents

**RULES:**

I agree and acknowledge that the SV/SA Constitution:

- (a) Constitutes a contract between me and SV/SA. I will be bound by and comply with the SV/SA Constitutions, SV/SA Rules and Regulations (Bylaws) and any SV/SA policies as well as the rules, regulations and policies of the relevant State Association and the relevant club;
- (b) Is made in the pursuit of common objects, namely the mutual and collective benefits, of SV/SA, the members of SV/SA (including me) and skating activities; and
- (c) Is necessary and reasonable for promoting the objects of SV/SA and particularly the advancement and protection of skating activities.

**PRIVACY STATEMENT:**

By applying to be a member I acknowledge and agree that:

- (a) the information I have provided in this form is necessary for the objects of SV/SA;
- (b) the information I provide on this form will be used for the objects of SV/SA and to provide services for me and for the purposes of registration, participation, team selection and insurance and it may be provided to SV/SA, its State Associations, clubs and to its insurer; and
- (c) my information may also be shared with organizations associated with skating, including but not limited to the Australian Sports Commission and Australian Sports Anti Doping Agency.

I acknowledge that SV/SA may provide me with special offers from time to time. If I do not wish to receive this additional information, I may tick this box

If I do not provide the information I may not be registered as a member.

SV/SA will comply with the Privacy Act with respect to the collection, storage and security of my personal details.

**RISK WARNING:**

Skating activities can be inherently dangerous and serious accidents can and do happen. I acknowledge that I am exposed to certain risks during skating activities including but not limited to falling, crashing into another person(s), being physically or mentally injured, impaired, maimed or killed and my property may be damaged lost or destroyed. I declare that I have voluntarily read and understand this warning and accept and assume the inherent risks in skating activities.

**EXCLUSION OF LIABILITY:**

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 SV/SA (or any of its State Associations or clubs) flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of SV/SA (or any of its States Associations or clubs) will, at the discretion of the SV/SA (or any of its State Associations or clubs), be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

**RELEASE AND INDEMNITY:** In consideration of SV/SA accepting my application for membership I, to the extent permitted by law:

- 1. Release and will release SV/SA (and any of its State Associations or clubs) from all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses however arising, including but not limited to negligence, that I may have or may have had but for this release arising from or in connection with my membership and /or participation in any SV/SA authorized or recognized activity; and
- 2. Indemnify and will keep indemnified SV/SA (and any of its State Associations or clubs) in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses by any person arising as a result of or in connection with my membership and/or participation in any skating activities.
- 3. I acknowledge and consent to photographs and electronic images being taken of me while participating in any event recognized or authorized by SV/SA. I acknowledge and agree that such photographs and electronic images are owned by SV/SA and that SV/SA may, in its sole discretion, use the photographs for promotional and other purposes without my further consent.
- 4. I also consent to SV/SA using my name, image, likeness and performance in SV/SA skating activities at any time to promote aims that SV/SA, in its sole discretion, shall determine.
- 5. I acknowledge that SV/SA cannot be responsible, and I agree not to attempt to hold SV/SA liable, for any use of any image(s) that SV/SA does not expressly authorize.

**PREGNANCY** I acknowledge and agree that:

- (a) as a registered member of SV/SA, I am a competitor/official with SV/SA and am bound by the rules and regulations of SV/SA;
- (b) the rules and regulations of SV/SA are made in the interest of the sport of skating, the players and officials and SV/SA, including:
  - (i) Safety and protection of all players and officials;
  - (ii) fair treatment of all players; and
  - (iii) encouragement of safe and fair competition;
- (c) skating activities are activities in which contact occurs between players and between players and officials. Accordingly there is a risk to the health and wellbeing of myself and my unborn child by my participation in the sport whilst pregnant;
- (d) I will be bound by any rule or regulation of SV/SA which is in operation from time to time in relation to pregnancy;
- (e) I:

- (i) indemnify and will keep indemnified SV/SA (and any of its State Associations or clubs) from and against any and all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses brought or commenced by any person at some time in the future in relation to any bodily injury, loss or damage which may have been sustained by me or my unborn child in or while being present at any skating activities or SV/SA authorized or organized activity; and

- (ii) release SV/SA (and any of its State Associations or clubs) from and against any and all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses brought or commenced by me in relation to any bodily injury, loss or damage which may have been sustained or incurred by me as a result of my participation in any skating activities or my presence at any SV/SA authorized or organized activity whilst I am pregnant.

- (f) Sports Medicine Australia considers contact sports and collision sports safe only in the first trimester of pregnancy; and

- (g) I have been advised that any insurance policy held by SV/SA includes an exclusion clause in relation to any injury associated with pregnancy and childbirth

**SEVERABILITY**

The provisions (or any part of a provision) of this membership declaration shall be deemed to be severable and the invalidity or enforceability of any provision or any part of a provision of this membership declaration shall not affect the validity of this membership declaration.

Refer to 'Membership Bylaw 3' for further explanation of benefits & restrictions of each category of membership in each State Association (being Associate, Recreational, Development & Competitive).