

**PLEASE NOTE: ONLY TWO NSW DAY LICENCES can be held per season. NSW Day Licences can be used to update to a full licence during a season.**

Boat Owner Name:					
Address:					
Suburb:				Post Code:	
Phone:		Email:			
Date of birth		APBA Affiliated Club:			
SBA REGISTRATION No and Expiry Date		State of Issue		APBA Race No: (if applicable)	

**Formula Future Driver**

Name:					
Address:					
Suburb:				Post Code:	
Phone:		Email:			
Date of birth		APBA Affiliated Club:			
SBA LICENCE Number and Expiry Date:		State of Issue:		APBA Race No (if applicable):	
IS YOUR CHILD REQUIRED TO WEAR CONTACTS OR GLASSES WHEN RACING:				YES	NO

CLASS OF LICENCE		<input checked="" type="checkbox"/>
FORMULA FUTURE	FF	

GRADE OF BOAT (one only)		<input checked="" type="checkbox"/>
FORMULA FUTURE		

**DECLARATION BY THE APPLICANTS PARENT OR GUARDIAN:**

*An applicant making a false declaration is liable to refusal or cancellation of membership.*

- I hereby apply on behalf of my child for the issue/renewal of an APBA Competition Licence, endorsed for the type and class of boat that my child is experienced in driving as indicated on this application. I declare that:
- I acknowledge that this Licence is conditional and that all rules must be complied with as specified in the Club's Driver's Briefing and that I further agree to follow any instructions issued by any NSW Club or NSW APBA Official.
- I will not do anything that will or may bring power boating into disrepute.
- I declare that I am in possession of a current State Boating Licence and/or Registration as required by my State Boating Authority and I acknowledge that this application is conditional on compliance with the applicable State Boating Authority requirements.
- I have enclosed the prescribed fee and certify that the particulars given herein are true and correct and I will notify the Association if any change occurs.

**SIGNATURE OF BOAT OWNER :**

**PRINT NAME:**

**DATE:**

**SIGNATURE of PARENT/GUARDIAN:**

**PRINT NAME:**

**DATE:**

**ISSUING CLUB USE ONLY:**

SIGNATURE of CLUB OFFICIAL	NAME of OFFICIAL (Please print)	OFFICE HELD	CLUB

Initial (Owner)

Initial (Driver – if different to owner)

<p><b>Have your child ever been refused an APBA Licence?</b></p> <p><b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/></p> <p><b>BY SIGNING THIS FORM I CERTIFY THAT:</b></p> <p>My Child has no other illnesses, conditions or any other physical or mental condition that would make it dangerous for them or others driving a racing powerboat. That my child has not been advised by any medical person to refrain from contact sports or activities where physical exertion is required, or from activities where my child will be subject to physical abuse.</p>	<p><b>FORMULA FUTURE DAY LICENCE</b></p> <p><b>SELF</b></p> <p><b>ASSESSING</b></p> <p><b>MEDICAL</b></p> <p><b>DECLARATION</b></p>
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HAS YOUR CHILD EVER SUFFERED FROM:		YES	NO	HAS YOUR CHILD EVER SUFFERED FROM:		YES	NO
1	Nervous Disorder? (Nerves, Neurasthenia or anxiety attack)	<input type="checkbox"/>	<input type="checkbox"/>	10	Earache or discharge?	<input type="checkbox"/>	<input type="checkbox"/>
2	Headaches?	<input type="checkbox"/>	<input type="checkbox"/>	11	Surgical operation?	<input type="checkbox"/>	<input type="checkbox"/>
3	Fits or convulsions, blackouts, fainting or giddiness?	<input type="checkbox"/>	<input type="checkbox"/>	12	Injuries related to Motor Sport?	<input type="checkbox"/>	<input type="checkbox"/>
4	Asthma or lung disease?	<input type="checkbox"/>	<input type="checkbox"/>	13	Other injuries?	<input type="checkbox"/>	<input type="checkbox"/>
5	Epilepsy?	<input type="checkbox"/>	<input type="checkbox"/>	14	Other illnesses not mentioned?	<input type="checkbox"/>	<input type="checkbox"/>
6	Head Injury or concussion?	<input type="checkbox"/>	<input type="checkbox"/>	15	Do you take medication, tablets, or some other form of medication on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>
7	Diabetes?	<input type="checkbox"/>	<input type="checkbox"/>				
8	Heart Disease?	<input type="checkbox"/>	<input type="checkbox"/>	16	Do you have any known allergies?	<input type="checkbox"/>	<input type="checkbox"/>
9	Deafness or noises in the ear?	<input type="checkbox"/>	<input type="checkbox"/>	17	Bleeding disorders?	<input type="checkbox"/>	<input type="checkbox"/>

<p>If you answer <b>YES</b> to any of the above questions, give the question number and details here:</p> <p>(Attach a separate sheet if insufficient space provided)</p>	
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**Should an applicant not be able to confirm any of the above responses, a full APBA Medical Assessment form will be required to be undertaken.**

**DECLARATION TO BE SIGNED BY PARENT or GUARDIAN: *An applicant making a false declaration is liable to refusal or cancellation of membership.***

- In case of a dispute, I understand that a NSW APBA appointed Medical Assessor would make the final decision.
- I hereby declare that I have not withheld any relevant information or made any misleading statement. Furthermore, I declare that, should any of the above conditions become evident during the currency of this licence, I agree to abstain from exercising the privileges of this licence, I agree to withdraw my child from exercising the privileges of this licence, and to notify the APBA Medical Assessor and submit my child to a further medical examination, the results of which are to be forwarded to that assessor.
- I undertake not to allow my child to use any drugs, medication or substances that might be considered illegal within a period of 48hours prior to using this competition licence, which might have any affect upon his/her performance, concentration or driving ability.
- I agree to undertake to allow my child any drug analysis tests, including for alcohol that may be considered necessary by the APBA.
- I hereby give my full authority to the APBA Medical Assessor to obtain the relevant Clinical Records, X-ray and Pathology Reports and from any Medical Officer that my child has previously attended.

<b>SIGNATURE of Parent or Guardian :</b>	<b>PRINT NAME:</b>	<b>DATE:</b>

Initial (Owner)
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Initial (Driver – if different to owner)
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**OWNERS AND/OR DRIVERS MUST SIGN ON PAGE 5 AND INITIAL EACH PAGE****DAY LICENCE APPLICATION AND DECLARATION****THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING**

You apply for a licence to participate in the PB Activities and/or for membership of the State Council in which you ordinarily reside. In consideration of your licence and/or membership application being accepted, you and/or the owner(s) of the PB agree to the terms and conditions below.

**Definitions**

1) In this licence and/or membership application and declaration:

**Affiliated Club** means any power boat club hosting PB Activities.

**APBA** means the Australian Power Boat Association (ACN 000 991 775).

**PB** means power boat or power boating.

**Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any PB Activities, but does not include:

- a. a claim against APBA by any person expressly entitled to make a claim under an APBA insurance policy; or
- b. a claim against APBA under any right expressly conferred by its Constitution or regulations.

**PB Activities** mean performing or participating in any capacity in any authorised, sanctioned or recognised PB Organisation activity during the current APBA membership year.

**PB Organisations** mean and include APBA, the State Councils and the Affiliated Club and where the context so permits, their respective directors, officers, members, servants or agents, including scrutineers.

**State Council** means the NSW Australian Power Boat Association (ABN 20 741 105 932).

**You** refers to one or all of the following as relevant:

- a. the applicant for the licence to participate in the PB Activities; and/or
- b. the owner or owners of the PB; and
- c. where one or more of the above persons are under the age of 18 at the time of lodging this application, both the under 18 applicant(s) and their parent/guardian signatory at the execution clause.

**Rules of participation**

- 2) This application and declaration and any other terms and conditions for the PB Activities comprise a contract between you and the PB Organisations, which is necessary and reasonable for promoting and conducting the PB Activities.
- 3) You acknowledge this application will be accepted upon notification to you by the PB Organisations and you acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by the PB Organisations with respect to the conduct and management of the PB Activities, including but not limited to competition rules and all relevant rules, regulations, policies and codes of conduct of the PB Organisations, as amended from time to time. You agree that you will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of the PB Organisations. You agree that you will follow any rules and/or directions set by APBA or any relevant State Council or Affiliated Club in connection with the PB Activities and understand that if you fail to comply with any such rules or directions you will not be permitted to participate or to continue to participate in the PB Activities and no refund will be given.
- 4) You agree and certify that the specifications of the boat's hull and motor(s) conform with the rules and restrictions governing the class of event you are entering in the PB Activities.

**Risk Warning**

- 5) Participation in the recreational activities supplied by the PB Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, extreme weather and water conditions, loss of control of the boat, collisions with objects, mechanical failure and/or other boats and equipment on the boat causing injury. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.
- 6) By agreeing to these terms and conditions, you acknowledge, agree, and understand that participation in the recreational services provided by the PB Organisations may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002* (NSW), *Civil Liability Act 2002* (Tas) and the *Civil Liability Act 2002* (WA).

**Waiver**

- 7) A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).
- 8) By agreeing to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities undertaken because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below and in Schedule 1 to this application.

**For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:**

- 9) By agreeing to these terms and conditions, you agree that the liability of the PB Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:
  - d. death;
  - e. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - f. the contraction, aggravation or acceleration of a disease;
  - g. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    - (i) that is or may be harmful or disadvantageous to you or the community; or
    - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Initial (Owner)

Initial (Driver – if different to owner)

**Release and indemnity**

- 10) In consideration of the PB Organisations accepting this application, to the extent permitted by law, you:
- release and will release the PB Organisations from all Claims that you may have or may have had but for this release arising from or in connection with your participation in the PB Activities;
  - release and indemnify any scrutineer utilised by a PB Organisation prior to your participation in the PB Activities from all Claims that you may have or may have had but for this release arising from or in connection with your participation in the PB Activities, or the relevant scrutineer scrutineering your boat;
  - release and indemnify the PB Organisations against any Claim which may be made by you or on the your behalf, for or in respect of or arising out of your death whether caused by the negligence or breach of contract by any PB Organisation or in any other manner whatsoever; and
  - indemnify and will keep indemnified the PB Organisations to the extent permitted by law in respect of any Claim by any person:
    - arising as a result of or in connection with your participation in any PB Activities; or
    - against any PB Organisation in respect of any injury, loss or damage arising out of or in connection with your failure to comply with PB Organisation rules and/or directions,
- save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of a PB Organisation.

**Bar to Proceedings**

- 11) You acknowledge that the PB Organisations may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you commence proceedings against any PB Organisation, you:
- will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
  - waive any right to object to the exercise of such jurisdiction;
  - will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by any PB Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by any PB Organisation to remove the proceedings to the jurisdiction in which any incident occurs;
  - will pay the costs of any application made by any PB Organisation under paragraph 11(c) and will consent to any application for security of costs made at any time by any PB Organisation; and
  - consent to paying any PB Organisation's legal defence costs of the proceedings (on a solicitor client basis) where any PB Organisation successfully defends the proceedings.

**Insurance**

- 12) You understand that any insurance held by the PB Organisations may not cover you for all injury, loss or damage sustained and you acknowledge that the PB Organisations do not make any representations about the suitability of any insurance. You also understand you can, in your own interests and at your own expense, seek and obtain personal insurances over and above any cover that may be provided by the PB Organisations. For the avoidance of doubt, the PB Organisations do not hold personal accident insurance.

**Fitness to Participate**

- 13) You declare that you are medically and physically fit and able to participate in the PB Activities. You are not and must not be a danger to yourself or to the health and safety of others. You will immediately notify the PB Organisations in writing of any change to your medical condition, fitness and ability to participate. You understand and accept that the PB Organisations will continue to rely upon this declaration as evidence of your fitness and ability to participate in the PB Activities. You will report to the relevant PB Organisations any accidents, injuries, loss or damage suffered by you during the PB Activities before you leave any relevant venue.

**Medical Treatment**

- 14) You consent to receiving any medical treatment that a PB Organisation reasonably considers necessary or desirable for you during participation in the PB Activities. You also agree to reimburse the relevant PB Organisation for any costs or expenses incurred in providing you with medical treatment.

**Exclusion of Applicant**

- 15) You warrant that you are not currently excluded from PB Activities by a medical practitioner or any person or entity including but not limited to APBA and its constituent State Councils and Affiliated Clubs. You acknowledge and agree that the PB Organisations may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to you undertaking the PB Activities.

**Safety**

- 16) You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during the PB Activities, and that the presence of alcohol or any mind-altering substance is strictly prohibited whilst participating in the PB Activities. You accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

**Prevailing conditions**

- 17) The PB Activities and the conduct of, and participation in it may be affected by weather and associated conditions. Given there is often an element of "luck of the prevailing conditions" in participating in PB Activities you acknowledge and agree organisers cannot control the weather and associated conditions. You accept that in the event of extreme weather conditions the PB Organisation reserves the right to alter the format of, shorten, or cancel the PB Activities in the interest of competitor safety. You acknowledge that the PB Organisation will use all reasonable efforts to conduct the PB Activities in the planned format if safe to do so. Should prevailing weather conditions force any change you accept that the PB Organisation is not obliged to provide you with any refund, or provide a credit or transfer you to another PB Activity, or to restage the PB Activities, as weather and associated conditions are beyond the control of the PB Organisations.

**Right to Use Image**

- 18) You acknowledge and consent to photographs and electronic images being taken of you during your participation in the PB Activities. You acknowledge and agree that such photographs and electronic images are owned by the PB Organisations and that the PB Organisations may use the photographs for promotional or other purposes without your further consent being necessary. Further, you consent to the PB Organisations using your name, image, likeness and performance in the PB Activities, at any time, by any form of media, to promote PB Activities or PB Organisations.

**Non transferable**

- 19) A right to participate in the PB Activities is non-transferable to other activities or people. Any attempt to transfer to another person without the knowledge of the PB Organisation may result in the cancellation of any rights granted by the PB Organisation without refund and you may not be permitted to participate in further PB Activities. You accept that fees paid for participation in the PB Activities are non-refundable.

**Entire Agreement**

- 20) This application and declaration (and the documents to which it refers, including any scrutineering forms) constitutes the entire agreement between the parties in respect of the PB Activities and supersedes all other agreements, understandings, representations and negotiations in relation to the PB Activities and membership.

Initial (Owner)

Initial (Driver – if different to owner)

**Severance**

21) If any provision of this application and 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. Such severance does not affect the remaining provisions of this application and declaration or affect the validity or enforceability of it in any other jurisdiction.

**Governing Law**

22) The governing law of this application and declaration is the law of the state of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

**Warranty**

23) You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you do amend it this application and declaration may be null and void and cannot be accepted by the PB Organisation.

**SCHEDULE 1**

**For recreational services or activities provided in NSW:**

*For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) applies:*

By agreeing to these terms and conditions, you agree that the liability of the PB Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) for any:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - i. that is or may be harmful or disadvantageous to you or the community;
  - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

**SIGNATURE CLAUSE**

By signing below, you declare that you have read, understood, acknowledge and agree to the terms and conditions of this licence application and declaration including the exclusion of implied terms, warning, assumption of risk, release and indemnity. By signing below, you agree that if your entry for the PB Activities is accepted, you will be bound by these terms and conditions.

Name of Owner: \_\_\_\_\_ Signature: \_\_\_\_\_ \*\*\* Date: \_\_\_\_\_

Name of Driver: \_\_\_\_\_ Signature of Driver: \_\_\_\_\_ \*\*\* Date: \_\_\_\_\_

**\*\*\* Where a driver is under 18 years this application and declaration must also be signed by the applicant's parent or legal guardian.**

I \_\_\_\_\_ [insert name] of \_\_\_\_\_

\_\_\_\_\_ [insert address] am the parent or guardian of the applicant. I authorise and consent to the applicant participating in the PB Activities. In consideration of the applicant's application for the PB Activities being accepted, I expressly agree to accept in my capacity as parent or guardian, the terms set out in this application and declaration. In addition, I agree to be bound by and to comply with any regulations or policies in relation to the PB Activities.

Name (Parent): \_\_\_\_\_ Signature: \_\_\_\_\_ \*\*\* Date: \_\_\_\_\_

Initial (Owner)

Initial (Driver – if different to owner)