AUSTRIATHLON MEMBERSHIP DECLARATION

as at May 2024 - Reviewed July 2026

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE AGREEING TO THE CONDITIONS OUTLINED WITHIN THE DOCUMENT. UPON AGREEING TO THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU COVENANT AND WARRANT THAT YOU ARE EITHER 18 YEARS OF AGE OR OLDER OR THAT YOU HAVE AGREED TO THESE TERMS AND CONDITIONS AS THE PARENT OR LEGAL GUARDIAN OF AN APPLICANT UNDER 18 YEARS OF AGE. NOTE IF THE APPLICANT IS UNDER 18 YEARS OF AGE THESE TERMS AND CONDITIONS MUST BE AGREED BY THE APPLICANT'S PARENT OR GUARDIAN.

IN CONSIDERATION OF MY APPLICATION FOR MEMBERSHIP BEING ACCEPTED I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

Membership

1. I declare that I am not aware of any reason why I should not be granted membership of AusTriathlon **(AusTri)** although I acknowledge that I have no automatic right to membership being granted or renewed. I assume exclusive liability for my application and for the use that I shall make of the membership if it is granted.

2. I understand that AusTri may suspend or cancel my membership for breaches of AusTri's policies, including the National Integrity Framework (NIF).

3. I understand that if my membership is suspended or cancelled for a breach of AusTri's policies or the NIF, I will also be excluded from purchasing a One Day Licence (ODL) for any AusTri sanctioned event.

Rules of membership and participation

4. I undertake to be bound by and abide by the Constitution and Regulations of World Triathlon **(WT)** and AusTri. I shall participate in Triathlon competitions or events in a fair

and safe sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the regulations of those bodies.

Policies & National Integrity Framework

5. I agree to be bound by all AusTriathlon Policies including the National Integrity Framework Policies, as amended from time to time, which can be viewed by clicking here.
6. I understand that AusTriathlon is committed to ensuring the safety and wellbeing of all Children and Young People that are involved in our sport. AusTriathon policies and procedures seek to address risks to Child safety and to establish a Child safe culture and practices.
7. I warrant and declare that at the date of this declaration I:
   a. Am not subject to any current criminal or integrity related investigation
   b. Have not been convicted of any serious criminal offence and/or
   c. Have not had an application for a working with children check (WWCC) in any State rejected or had a WWCC withdrawn.

Doping

8. I accept that all members are bound by the AusTri Anti-Doping Policy (ADP). Specifically, the ADP applies to any person:
   a. competing in any competition under the control or sanction of AusTri or on any facilities of AusTri;
   b. who has competed in the last 12 months in any competition under the control or sanction of AusTri or on any facilities of AusTri or who has used AusTri facilities in the last 12 months;
   c. who is a member of AusTri, a State or Territory Triathlon Association (STTA) or anybody affiliated to AusTri;
   d. taking part in or involved with any racing or competitive activity conducted or authorised by AusTri; and
   e. who administers, managers, coaches or assists in Triathlon Activities.
9. All of the above persons are:
   a. bound by the ADP and must comply with it. Copies of the ADP are available at www.triathlon.org.au; and
   b. liable for selection by a drug-testing agency to provide samples for testing whether in Australia or overseas.
10. I acknowledge and agree that AusTri and its authorised officers have the power to search bags, possessions, and clothing for prohibited substances and to take, keep and analyse any substance or article, which is found.

Risk Warning

11. I acknowledge that Triathlon Activities are inherently dangerous and may involve risk. I recognise and understand that there are risks specifically associated with Triathlon Activities which include, but are not limited to, collisions and contact with other competitors and road users, riding and/or running on roads which are or may be closed or partially closed to traffic, water, wind, wave and tide conditions, water quality, remoteness of the areas in which an event might take place, sudden and unexpected changes in weather, physical exertion and possible difficulties in evacuation if I become injured. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. Prior to undertaking any Triathlon Activities, I acknowledge that I am aware of all of the risks involved, including those risks associated with any health condition I may have.
12. By agreeing to these terms and conditions, I acknowledge, agree, and understand that participation in the recreational services provided by AusTri may involve risk. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

Waiver

13. I acknowledge that it is possible for a supplier of recreational services or recreational activities to ask me 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 me (or a person for whom or on whose behalf I am acquiring the services or activities).
14. I acknowledge that by agreeing to these terms and conditions, I will be agreeing that my rights (or the rights of a person for whom or on whose behalf I am acquiring the services) to sue the supplier in relation to recreational services or recreational activities that I undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in **Schedule 1** to these terms and condition.
15. To the extent of any liability arising, the liability of AusTri will, at the discretion of AusTri, 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.

Disclosure

16. I declare that I am medically and physically fit and able to participate in Triathlon Activities. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage prior to any Triathlon Activities.

17. I acknowledge that AusTri relies on the information provided by me and that all such information is truthful, accurate and complete.
18. I agree to report any accidents, injuries, loss or damage I suffer during any Triathlon Activities to AusTri before I leave any relevant venue.
19. I agree that AusTri may in its absolute discretion deny me eligibility to race if it considers I am not medically, mentally and physically fit and able to participate (or continue to participate) in Triathlon Activities without unreasonable risk to myself or others. AusTri is in no way liable if it chooses not to exercise its discretion under this clause.

Safety

20. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Triathlon Activity, and I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.
21. I agree to follow any rules set by AusTri in connection with any Triathlon Activities. In particular, I have been advised to wear an approved helmet at all times whilst cycling during Triathlon Activities. If I fail to comply with AusTri's rules and/or directions, I will not be permitted to participate or to continue to participate in a relevant Triathlon Activity and if I am excluded no refund will be given.

Release and indemnity

22. In consideration of AusTri accepting my membership application I, to the extent permitted by law:
    a. release and will release AusTri from all Claims that I may have or may have had but for this release arising from or in connection with my participation in Triathlon Activities;
    b. release and indemnify AusTri against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by AusTri or in any other manner whatsoever; and
    c. indemnify and will keep indemnified AusTri to the extent permitted by law in respect of any Claim by any person:
        i. arising as a result of or in connection with my membership or my participation in Triathlon Activities;
        ii. against AusTri in respect of any injury, loss or damage arising out of or in connection with my failure to comply with AusTri's 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 directly caused or contributed to by the gross negligence of AusTri.

Insurance

23. I understand that AusTri through a National Insurance Scheme (Scheme) has arranged some limited insurance coverage which may provide me with some protection for injury and loss that I may suffer during my participation in Triathlon Activities (a summary of this cover can be found at www.triathlon.org.au). In relation to the limited insurance arranged by AusTri through the Scheme I acknowledge, understand and accept as follows:
    a. that insurance taken out by AusTri may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Triathlon Activities, and that I may have to pay the excess if a claim is made on my behalf;
    b. the limited insurance cover arranged by AusTri through the Scheme **does not** provide cover for any damage to my bicycle or any of my other property (and any subsequent loss associated with that damage) that might be suffered during my participation in any AusTri sanctioned race events;
    c. the limited insurance cover arranged by AusTri through the Scheme also **does not** provide cover for any damage that I may cause to another competitor's bicycle or any of their other property that might be suffered during my participation in any AusTri sanctioned events;
    d. my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage (including but not limited to specific personal accident coverage and/or bike insurance coverage) at my own expense after considering AusTri's insurance arrangements and my own circumstances; and
    e. AusTri may renew, vary or update its insurance policy and/or insurance provider during the period of my membership and that AusTri reserves the right to amend, increase or decrease the level of benefits payable at any time and in its sole discretion.

Use of image

24. I acknowledge and consent to photographs and other electronic images being taken of me during my participation in any Triathlon Activities. I acknowledge and agree that such photographs and electronic images are owned by AusTri and that AusTri or other third parties may use such photographs for promotional or other purposes without my further consent being required.

Privacy

25. I understand that the personal information I have provided in my membership application is necessary for the objects of AusTri and is collected, used and disclosed in accordance with the AusTri Privacy Policy (this policy can be found at http://www.triathlon.org.au). AusTri may use and disclose my personal information for the purposes of conducting and administering Triathlon Activities, providing me with member services or promotional material, complying with legal obligations or otherwise in accordance with the AusTri Privacy Policy. AusTri may share my information with third parties such as:
    a. affiliates and other organisations involved in Triathlon Activities including STTAs and WT;

b. companies engaged by AusTri to carry out functions and activities on their behalf including direct marketing;
c. government agencies; and
d. AusTri's professional advisers, including its accountants, auditors, lawyers and insurers.
e. any relevant stakeholder who requires to be informed of the suspension or cancellation of my membership.

Except for the above mentioned purposes, I understand that my information is not generally disclosed to anyone outside Australia. I acknowledge that AusTri's Privacy Policy contains information about how I may access and request correction of my personal information held by AusTri or make a complaint about the handling of my personal information, and provides information about how a complaint will be dealt with by AusTri. I understand that my membership application may be rejected if the information is not provided. I understand that if I do not wish to receive promotional material from AusTri's sponsors and third parties that I must advise AusTri via email or telephone or via the specific opt-out procedures provided in the relevant communication.

Bar to proceedings

26. I acknowledge and agree that membership of AusTri gives rise to a contract between me and AusTri and that these terms and conditions form part of that contract. I will not commence any proceedings against AusTri until I have exhausted all avenues of appeal or inquiry available to me under AusTri's rules framework. AusTri may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of me or by any person claiming through me. I acknowledge that where I commence proceedings against AusTri, I;
    a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
    b. waive any right to object to the exercise of such jurisdiction;
    c. will, where I seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by AusTri) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by AusTri to remove the proceedings to the jurisdiction in which any incident occurs;
    d. will pay the costs of any application made by AusTri under paragraph 21(c) and will consent to any application for security of costs made at any time by AusTri; and
    e. consent to paying AusTri's legal defence costs of the proceedings (on a solicitor client basis) where AusTri successfully defends the proceedings.

Governing Law

27. The governing law of this agreement is the law of Queensland. I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the Australian State or Territory in which any incident occurs and waive any right to object to the exercise of such jurisdiction.

Entire Agreement

28. This agreement (and the documents to which it refers) constitutes the entire agreement between the parties and supersedes all other agreements, understandings, representations and negotiations in relation to Triathlon Activities.
29. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

Successors and Assigns

30. The parties acknowledge and agree that this agreement binds them and their legitimate and permitted successors and assigns.

Cancellation of Membership & Refund Policy

31. I understand and accept that I can cancel my Membership with AusTri at any time by providing notice in writing to AusTri. I understand that, in addition to any rights I may have with regard to cancellation of membership, the clauses below outline the circumstances in which I can apply for a refund of the relevant fee relating to that cancelled membership;
    a. AusTri will only consider refund requests within 14 days of signing up.
    b. After the expiration of this 14 day period, no refunds will be provided except in limited circumstances. For the avoidance of any doubt, a refund of membership fees will not be permitted where a member changes their mind, in the event of injury or because of a change in personal circumstances which prevents a member from enjoying the full benefits of membership and these scenarios will not be considered exceptional circumstances;
    c. Refunds of membership fees will only be offered in limited circumstances at AusTri's sole and absolute discretion. Please note that each particular circumstance is unique and the exercise of discretion by TA in one instance does not create the obligation to exercise discretion again in another;
    d. If AusTri exercises its discretion to refund a membership fee, the refund of money owed (less any applicable cancellation fee) will be arranged with the member.
    e. If my membership is suspended or cancelled, for any reason, the refund of my membership fee is at the sole and absolute discretion of AusTri.

32. In this agreement:
    a. **AusTriathlon** or **AusTri** means and includes:
        i. AusTriathlon Ltd (trading as AusTriathlon, its subsidiaries, directors, officers, servants, agents and members including, but not limited to, its affiliated STTAs (as defined in the AusTri constitution) and clubs affiliated with the STTA's (as defined in the AusTri constitution); and
        ii. all the above Triathlon entities' respective directors, officers, members, servants or agents.

b. **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 AusTri:
    i. by any person expressly entitled to make a claim under an AusTri insurance policy;
    ii. under any right expressly conferred by its constitution or regulations.
c. **Triathlon Activities** means performing or participating in any capacity, including as a Member, in any authorised or recognised AusTri activity.

SCHEDULE 1

*For recreational services to which the **Australian Consumer Law (Commonwealth)***

applies:

*By signing this form, I agree that the liability of AusTri in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) (**CCA**) and the Australian Consumer Law (**ACL**)) 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:*
e. *that is or may be harmful or disadvantageous to me or the community;*
f. *that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am 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.

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

By signing this form, I agree that the liability of AusTri in relation to recreational services (as that term is defined in the CCA and the ACL) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW)) or Civil Liability Act 2002 (WA), as applicable) 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 me or the community;*
    (ii) *that may result in harm or disadvantage to me or the community, that may be suffered by me (or a person for whom or on whose behalf I am 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.

*For recreational services to which the **Australian Consumer Law (Victoria)** applies:*

***Warning under the Australian Consumer Law and Fair Trading Act 2012:** Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, AusTri, are required to ensure that the recreational services supplied to you:*

a. *are rendered with due care and skill; and*

b. *are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and*
c. *might reasonably be expected to achieve any result you have made known to the supplier.*

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. ***Note****: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).*

Exclusion of rights under the Australian Consumer Law (Victoria): *By signing this form, you agree that the liability of AusTri for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.*

For recreational services to which the ***Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania)*** *applies:*

By signing this membership application form and declaration, 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 AusTri flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of AusTri will, at the discretion of AusTri, 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. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services to which the ***Australian Consumer Law (South Australia)*** *applies:*

Your rights*: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services), there is:*

a. *statutory guarantee that those services will be rendered with due care and skill; and*
b. *statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and*
c. *a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).*

Excluding, restricting or modifying your rights: *Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on*

whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important: *You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.*

Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a

child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: I agree that the liability of AusTri for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom oron whose behalf I am acquiring the services) is excluded.

Definitions:

Recreational services are services that consist of participation in:

- *sporting activity or similar leisure-time pursuit; or*
- *any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.*

Personal injury is bodily injury and includes mental and nervous shock and death.
Further information: Further information about your rights can be found at www.ocba.sa.gov.au

For recreational services to which the ***Australian Consumer Law (Northern Territory)*** *applies:*

By signing this form, I agree that the provisions of Part 3.2, Division 1, sub- division B of the Australian Consumer Law (NT) do not apply to the services provided to me, and AusTri incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this document, I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.