

MEMBERSHIP AND BOAT SPACE LEASE AGREEMENTS

MEMBERSHIP AGREEMENT AND DECLARATION OF RESPONSIBILITY

I agree to abide with the Constitution and all Determinations and Resolutions of the Swan Canoe Club (SCC).

1. On accepting membership, I acknowledge and agree to having read and understood all Swan Canoe Club Rules, Key Hire and Boat Space Terms and Conditions (if not leasing a boat space, I agree not to use boat spaces until I enter into a lease agreement with SCC) and to keep abreast of these Rules and Terms and Conditions as amended from time to time on the SCC website.
2. If I choose to rent a SCC key I promise not to lend this to other members or any other person.
3. Insurance is in place that provides limited cover to me whilst I am performing or participating in any Swan Canoe Club sanctioned activity. I can, in my own interests, seek and obtain personal insurances over and above the cover provided by Swan Canoe Club.
4. **Warning:** Canoeing can be inherently dangerous. Serious accidents can happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in canoeing.
5. **Exclusion of Liability:** Except where provided or required by law and as such cannot be excluded, I agree that it is a term of my membership that SCC is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and / or participation in any SCC activity.
6. **Release and Indemnity:** In consideration of SCC accepting my application for membership I:
 - a) Release and forever discharge SCC from all claims 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 SCC activity.
 - b) Indemnify and hold harmless SCC to the extent permitted by law in respect of any claim by any person including but not only another member of SCC arising as a result of or in connection with my membership and / or participation in any SCC activity.

In Clause 5 "claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc, made by any person entitled to make a claim under a relevant SCC insurance policy or under the SCC Constitution or any By-Laws.
7. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in any SCC activity. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SCC in writing of any change to my fitness and ability to participate. I understand and accept that SCC will continue to rely upon the declaration as evidence of my fitness and ability to participate.
8. **I warrant that** all information provided in this form is true and correct.
9. **Privacy:** I understand that the information I have provided herein is necessary for the Objects of SCC. I acknowledge and agree that the information will only be used for the Object of SCC and to provide me with membership services. I understand that I will be able to access my information through SCC. If the information is not provided my membership application may be rejected.
10. **Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in SCC activities. I acknowledge that the photographs are owned by SCC and that the photographs may be used for promotional or other purposes without my further consent being obtained.

SWAN CANOE CLUB BOAT STORAGE LEASE TERMS AND CONDITIONS

1. LICENCE TO USE AND OCCUPY FACILITIES

The Licensor hereby grants to the Licensee a non-exclusive licence and right to use and occupy the facilities for the purpose storing the Boat. The initial boat space number allocated may be changed in the discretion of the Licensor.

The Licensee can only be granted this Licence while they are a current member of the Swan Canoe Club. In the event of the Licensee ceasing to be a member of the Swan Canoe Club or failing to renew the boat space Licence, the Licensee has 30 days to remove the Boat from the facilities. If the Licensee fails to remove the Boat, the Licensor may execute a Lien on the Boat. After 6 months the Boat will be considered abandoned. An abandoned Boat may be disposed of in any way the Swan Canoe Club Committee sees fit with no recourse available to the Licensee.

2. OBLIGATIONS OF THE LICENSEE

The Licensee:

- (a) shall be responsible for all damage to the facilities or other property of the Licensor or to persons using the Facilities or other property of the Licensor arising from any act, omission, neglect or default by the Licensee or its employees, servants, agents, contractors or invitees;
- (b) shall indemnify and keep indemnified (to the maximum extent permitted by law) the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor shall or may become liable in respect of arising from loss, damage or injury to any person or property arising out of the use of the facilities or other property of the Licensor, or any omission, neglect, breach or default by the Licensee or its employees, servants, agents, contractors or invitees;
- (c) shall comply with any and all Rules and Regulations determined from time to time by the Licensor with respect to the management or use of the Facilities;
- (d) shall not assign, sub-licence or part with possession of the Facilities without the prior consent in writing of the Licensor which consent the Licensor may withhold at its absolute discretion.

3. CARE, PROTECTION, SAFETY AND SECURITY OF BOAT

The Licensee agrees and acknowledges that the Licensor shall not be liable for the care, protection safety and security of the Boat, fittings and contents and shall not be liable for any loss of damage (including consequential loss or damage) however caused.

4. LICENSOR MAY RELOCATE BOAT

The Licensee hereby agrees and acknowledges that:

- (a) the Licensor may relocate any boat. The Licensee will have no subsequent claim on the boat space that the Boat was removed from if it has been reallocated.
- (b) the Licensor may in the event of any emergency and at its sole discretion, relocate the Boat at the risk and cost of the Licensee.

5. LIEN

- a. The Licensee charges in favour of the Licensor the Boat, its fittings and contents, with the payment of all and any outstanding moneys due to the Licensor under this Agreement, and the Licensee acknowledges that such charge shall constitute a legal lien in favour of the Licensor.
- b. In the exercise of its lien, the Licensor may secure or relocate the Boat and shall only be obliged to release such lien upon payment of the outstanding monies and additional storage charges up to the date of release of the lien.

6. UNDERSTOOD TERMS & CONDITIONS, WILL KEEP ABREAST

On renewing this lease, the Licensee acknowledges and agrees to having read and understood all Swan Canoe Club Rules and Key Hire Terms and Conditions and to keep abreast of these Rules and Terms and Conditions as amended from time to time on the Swan Canoe Club website.

7. TERMINATION

The Licensor may forthwith terminate this Agreement by written notice to the Licensee:

- (a) if the Licensee is in breach of any of the provisions of this Agreement or any of the Swan Canoe Club Rules and Regulations;
- (b) if in the opinion of the Licensor any of the Facilities become unsafe or otherwise unusable; or
- (c) if in the opinion of the Licensor any conduct by the Licensee or its employees, agents, contractors or invitees is prejudicial to the Licensor or other users of the facilities.

8. LICENSEE NOT TO BE TENANT

Nothing in this Agreement shall be construed as the Licensee having any right as tenant of the Facilities or any part of the facilities and shall not create the relationship of landlord and tenant.

9. LICENSEE'S RELIANCE ON OWN JUDGEMENT

The Licensee acknowledges and warrants that it has examined the facilities and relies on its own judgement as to the suitability of the Facilities for the purpose of storing the Boat.

10. WARRANTY

If the Licensee brings or invites a guest, subcontractor or any other person to the facilities, the Licensee undertakes to accompany them at all times, inform them of these terms and conditions and undertakes that the Licensee is responsible for said person/s understanding and abiding by these terms and conditions.

11. WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Licensor and the Licensee, and the Licensee warrants that it had not relied upon any statement, representation or warranty made by the Licensor or its servants or agents which is not expressed in this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia and the parties agree to submit to the jurisdiction of the Courts of Western Australia.

13. DISCLAIMER

The Licensee hereby agrees that the Licensee and its employees, servants, agents, contractors or invitees use the facilities; entirely at their own risk, and to the maximum extent permitted by law hereby releases and indemnifies the Licensor and its employees, servants, agents, contractors or invitees from any liability, loss or damage whatsoever sustained or incurred by the Licensee and its employees, servants, agents, contractors or invitees.