

PORTLAND YACHT CLUB Inc.



P.O. Box 796, Portland. Vic.3305 pycportland@gmail.com www.portlandyachtclub.com.au

Application for membership and membership renewal

SURNAME:Given Name:D.O.B.....

ADDRESS:.....

POST CODE: TELEPHONE:

EMAIL:.....

NEXT OF KIN:TELEPHONE:.....

OTHER FAMILY MEMBERS INCLUDED IN MEMBERSHIP:

NAME:.....D.O.B.....

NAME:.....D.O.B.....

NAME:.....D.O.B.....

NAME:.....D.O.B.....

MEMBERSHIP FEES 2023 / 2024

Membership Type:

Adult Sailor	\$220	If paid after 30th Oct. \$245
Youth U18	\$60	If paid after 30th Oct. \$60
Social	\$30	If paid after 30th Oct \$30
RC Laser	\$60	If paid after 30 th Oct \$60

Options for families:

1. 2 Adult sailor members includes junior members from that family free. \$440, (two votes)
2. 1 Adult sailor member, 1 social member, 1 Youth U18 member, any extra juniors from that family free. \$310 (One vote for adult sailor only)

[Note: Social and RC Laser membership does not qualify for any insurance on water or voting rights.](#)

Fees Due:

Number of Adult Sailor members.....X (fee)..... = -----
Number of Social members.....X (fee)..... = -----
Number of Youth U18/RC Laser members.....X (fee)..... = -----
Total = -----

To Pay Electronically: Portland Yacht Club Inc Westpac Bank BSB: 033 656 – A/c 248034

Bank transfers: Include name/membership in the description for identification purposes.

Email/post receipt along with membership form to pycportland@gmail.com /P.O.Box 796, Portland 3305

RevSport Online renewal through your personal login is the preferred method of renewal.

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Condition of Membership of Portland Yacht Club Inc:

I, **hereby apply for membership with Portland Yacht Club.**

1. In this membership declaration: **"Club"** for the purposes of this membership application and declaration means and includes the Portland Yacht Club Incorporated, its elected officers and members. **"Claim"** means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence **but does not include** a claim in respect of any action, suit etc made by any person entitled to compensation under a relevant Club insurance policy or under any right expressly conferred by the Club constitution or regulation. **"Club Activities"** means performing or participating in any capacity in any authorised or recognised Club activity.
2. **Warning:** Club Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during Club Activities including, but not limited to, physical exertion and injury, bodily contact, falls, equipment failure and unpredictable weather conditions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Club Activities.
3. **WARNING UNDER THE FAIR TRADING ACT 1999** - Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. Also included are any amendments under Australian Consumer Law and Fair Trading Act 2012. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:
 - rendered with due care and skill; and
 - as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, 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 **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of this clause 4, "the Supplier" shall mean and include the Club. Including the Consumer Law and Fair Trading Act Amendments 2012.

1. **Exclusion of Implied Terms:** 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 the Club 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 the Club will, at its discretion be limited to the resupply of the services or payment of the cost of having the services supplied again.

1. **Release and Indemnity:** In consideration of the Club accepting my application for membership I, to the full extent permitted by law:

a. release and will release the Club 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 Club Activity; and

b. indemnify and will keep indemnified the Club in respect of any Claim by any person arising as a result of or in connection with my membership and/or participation in any Club Activity.

1. **Consent to medical treatment:** If required, Portland Yacht Club will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by PYC where my further consent cannot be obtained and agree to meet all costs associated with such action.

1. **Privacy:** I understand that the information I have provided is necessary for the objects of Club. I acknowledge and agree that the information may be disclosed by my Club to Australian Sailing and will only be used for the objects of the Club, Australian Sailing and to provide me with membership services. I understand that I will be able to access my information through the Club upon request.

1. **Copyright and right to use image:** As an adult member I acknowledge and consent to photographs being taken of me during my participation in Club Activities and authorise the Club to use such photographs for promotional or other purposes without my further consent being obtained. In accordance with Child Safe Standards, no images of Juniors will be collected or shared unless specific consent is obtained in each instance.

9. I acknowledge that it is my responsibility entirely to ensure my boat is safe for intended use in conditions that may be experienced in Portland Bay, including that safety equipment is at all times current and in working order.

I, hereby apply for membership with Portland Yacht Club. In so applying and in consideration of my application for membership being accepted I acknowledge and agree that I have read and that I accept the Conditions of Membership and Code of Conduct. I agree that all information provided is true & correct.

Where the applicant is a under 18 years, this form must also be signed by the applicant's parent/guardian.

I, am the parent/guardian of the applicant. I authorise and consent to the applicant undertaking Club activities. In consideration of the applicant's membership of the Club being accepted, I expressly agree to accept in my capacity as parent/guardian, the terms set out in this membership declaration. In addition I agree to be bound by and comply with the Club constitution and any By-laws, regulations or policies made under it.

Parent/Guardian Signature:..... Date:..... 2/2