

# **AUSTRALIAN INDOOR ROWING CHAMPIONSHIPS 2025 – TERMS AND CONDITIONS** (Virtual Competitors)

Rowing Australia Limited (RA)

Any person who participates in the **Australian Indoor Rowing Championships 2025 (AIRC25)** (Participant) agrees, as a condition of entry, to be bound by the Terms and Conditions set out below.

## 1. Warning and Acceptance of Risks

- 1.1 The Participant is aware that by participating in AIRC25, they will be exposed to risks including but not limited to death, injury, illness, disease, loss, and damage. These risks include, without limitation: exhaustion; injury to bones, joints, ligaments, muscles, or tendons; aggravation of pre-existing conditions; dehydration; oxygen deprivation; falls; allergic reactions; infection; grazes, cuts, blisters; and psychological injury.
- 1.2 The Participant accepts any training or competition venues or equipment as they stand with all defects, hidden or exposed.
- 1.3 The Participant fully appreciates the nature and extent of all risks and freely, voluntarily, and absolutely accepts all risks, whether caused by the negligence of RA or its Associated Entities or otherwise.
- 1.4 This constitutes a "risk warning" under relevant legislation, including the Civil Liability Act (WA).

2. Release and Indemnity

2.1 To the full extent permitted by law, the Participant agrees to indemnify and keep indemnified RA and its Associated Entities against all claims, demands, actions, suits, damages, costs, losses, and expenses of any kind arising from or in connection with the Participant's acts or omissions while participating in AIRC25, whether caused by negligence or otherwise.

2.2 To the full extent permitted by law, the Participant releases RA and its Associated Entities from all liability for any death, injury, illness, disease, loss, damage, or economic loss the Participant may suffer as a result of participation in AIRC25, whether caused by negligence or otherwise.

## 3. Foregoing Rights Under Relevant Law

3.1 The Participant acknowledges they have been given notice that certain statutory rights, including guarantees under Commonwealth, State and Territory consumer laws, have been excluded, restricted, or modified in accordance with Annexure A of these Terms.

#### 4. Medical

- 4.1 The Participant declares they are medically and physically fit to participate in AIRC25 and will notify RA immediately of any change in fitness.
- 4.2 RA will rely upon this declaration as evidence of the Participant's fitness and ability to participate.

#### 5. Rules and Policies

5.1 The Participant agrees to be bound by the rules and policies of RA, as published on the RA website, and acknowledges RA's jurisdiction.

#### 6. Photos and Images

6.1 The Participant consents to RA and authorised third parties creating, storing, reproducing, and using photographs or electronic images of the Participant for proper purposes without identification or compensation.

#### 7. Minors and Guardian Consent

- 7.1 If the Participant is under 18 years of age, registration and participation must be completed with the knowledge and consent of a parent or legal guardian.
- 7.2 By submitting the registration form, the parent/guardian confirms they have read and understood these Terms and accepts them on behalf of the Participant.
- 7.3 Guardian details provided during registration will be used only to verify consent.

### 8. Defined Terms and Interpretation

- 8.1 "Associated Entities" means all persons, corporations and entities other than RA that are connected with organising, promoting, sponsoring, supporting, or staging AIRC25 or receiving benefits from AIRC25, including charities, sponsors, volunteers, contractors, service providers, safety officials, and venue owners.
- 8.2 References to a person or entity include their officers, employees, agents, and representatives.

## 9. Refund and Withdrawal Policy

- 9.1 Participants who withdraw **before the start of the AIRC25 racing window (25 October 2025)** are entitled to a refund of their entry fee, less a \$5 processing fee.
- 9.2 No refunds will be issued for withdrawals made on or after 25 October 2025.
- 9.3 Withdrawal requests must be submitted in writing to RA.