

## PIF Sydney Charity Regatta Terms & Conditions

Please find Terms & Conditions from the PIF Sydney Charity Regatta below.

### Corporate Registration Terms & Conditions

**FEE PAYMENT** Your registration is not secure until payment in full has been made. All fees must be paid at least 14 days prior to the event. No credits or refunds will be given to cancellations made less than one week prior to the event.

**EVENT CANCELLATION** I agree that if the Regatta is cancelled for any reason, including but not limited to inclement weather, entry and participants' fees are non-refundable, and will be used to cover operational costs incurred as well as contribute to our worthy charitable projects. I acknowledge that cancellation of the Regatta is at Foundation's absolute discretion and it is the foundation's prerogative to cancel the Regatta at any time.

**PRIVACY** I understand that the personal information I have provided in this application is necessary for the conduct of the Regatta and will be handled in accordance with PIF's Privacy Policy, which is available at [pif.com.au](http://pif.com.au). PIF will do its utmost to protect the security of my personal information and will not share it with other organisations. I consent to my personal information being used by PIF to contact me in respect of its activities.

### Solo Sailor Terms & Conditions

**FEE PAYMENT.** Your registration is not secure until payment in full has been made. All fees must be paid at least 14 days prior to the event. No credits or refunds will be given to cancellations made less than one week prior to the event.

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## **Statement of Waiver**

### **IMPORTANT INFORMATION REGARDING INSURANCE**

It is necessary for each participant on board any vessel sailing or racing in the 2020 PIF Sydney Charity Regatta to sign the Statement of Waiver which is set out below and return to the Property Industry Foundation (PIF) no later than 27 March 2020.

Please note that participation (for both racing and non-racing categories) in the Regatta will not be accepted without this submitted statement.

### **STATEMENT OF WAIVER**

The participant and/or spectator hereby agrees to the following conditions in respect of participating in the PIF Regatta in NSW for the benefit of the Property Industry Foundation (PIF):

1. I hereby acknowledge and accept that my participation in the PIF Regatta can be dangerous and includes activities which, by their nature are inherently risky and may result in my injury, death, or loss or damage to my person or property. I have voluntarily read and understood this warning and accept and assume the inherent risks in the PIF Regatta..
2. I agree that any warranty implied by law into this agreement is expressly excluded to the extent permitted by law, including but not limited to any warranty implied by virtue of the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act including that the services provided by PIF are provided with due care and skill (and any similar statutory warranties).
3. I agree that PIF cannot be held liable for any unforeseen mechanical, gear or rigging issues that may occur to the boats.
4. In consideration of PIF accepting my application for entry to the PIF Regatta I:
  - a. Release and will release PIF (and its directors, officers, employees, volunteers, contractors, sponsors and/or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (to the extent permitted by law) however arising that I may have or may have had but for this Agreement arising from or in connection with my participation in the PIF Regatta including any claim or liability which arises due to any act, omission or negligence of PIF (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) or in respect of my injury, death, or loss or damage to my person or property; and?
  - b. Indemnify and will keep indemnified PIF (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with my participation in the PIF Regatta.
5. To the best of my knowledge, I am not suffering from a condition which would prevent and/or render me unfit to participate in the PIF Regatta.

6. I understand that:
  - a. The event and the conduct of, and participation in the event will be affected by weather and associated conditions. Given there is often an element of the 'luck of the prevailing conditions' in entering in the event, I acknowledge and agree that the event organisers cannot control weather and associated conditions.
  - b. Should the on-water component not take place (for any reason), a condition of entry is acknowledgement that no refunds will be given under any circumstances.
7. I consent to PIF making photographs that include my image and likeness and using those photographs without limitation for marketing and promotional purposes without payment or compensation.
8. I understand that the personal information I have provided in this application is necessary for the conduct of the PIF Regatta. I consent to my personal information being used by PIF to contact me in respect of their activities.