

NSW Mini Trotting Association. MEMBERSHIP APPLICATION & DECLARATION.

I (insert name).....

Of(insert address).....Post Code.....

Hereby apply for membership of NSW MTA. In consideration of my application for membership being accepted I acknowledge that:

- 1.** in this membership declaration:
"Claim" means and includes any action, suit, proceeding, claim, demand, damage ,penalty, cost, or expense arising including but not limited to negligence BUT does NOT include a claim against NSWMTA by any person entitled to make a claim under a relevant NSWMTA insurance policy or under the NSWMTA Constitution or NSWMTA Rules & Regulations
"NSWMTA" means NSW Mini Trotting Association Incorporated
"NSWMTA Organisations" means and includes NSWMTA, affiliated clubs, its members (including state & clubs), affiliated clubs their respective officers, members, servants and agents
"NSWMTA Activities" means performing or participating in any capacity in any activity authorised by NSWMTA
- 2.** If my application for membership is accepted I will be a member of (insert club)..... MINI TROT CLUB and NSWMTA. I acknowledge my application will be deemed to be accepted upon my participation in NSWMTA Activities and I acknowledge that I will be bound by and agree to comply with the constitution, regulations and policies of the NSWMTA Organisations. These rules are necessary and reasonable for promoting NSWMTA and mini trotting as a community event.
- 3. Warning:** NSWMTA Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during NSWMTA Activities including but not limited to physical exertion, horses and mini trotting racing conditions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in NSWMTA Activities
- 4. Release & Indemnity:** In consideration of the NSWMTA accepting my membership I:
(a) release and will release the NSWMTA Organisations 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 participating in and NSWMTA Activities; and (b)Indemnify and will keep indemnified the NSWMTA Organisations to the extent permitted by law in respect to any Claim by any person arising as a result of or in connection with my membership and /or any participation in any NSWMTA Activities.
- 5. Fitness to Participate:** I declare that I am medically and physically fit and able to participate in NSWMTA Activities. I am not and must not be a danger to myself or the health and safety of others. I will immediately notify NSWMTA in writing through my Club of any change to my medical condition, fitness and ability to participate.
- 6. Privacy:** I understand that the information that I have provided over leaf is necessary for the Objects of the NSWMTA Organisations. I acknowledge and agree that the information will be disclosed to my Club and NSWMTA and will only be used for the Objects of the NSWMTA Organisations and to provide me with membership services. I understand that I will able to access my information through the club. If the information is not provided my membership application may be rejected. I acknowledge that the NSWMTA Organisations may also use my personal information for the purpose of providing me with promotional material from NSWMTA Organisations sponsors and third parties. I may advise NSWMTA if I do not wish to receive any sponsor or third party material.
- 7. I have provided the information required overleaf and signed both sides of this form.** I warrant that all information provided is true and correct. I acknowledge that this membership declaration cannot be amended. If I do amended it my application will be null and void and cannot be accepted by NSWMTA
- 8. Severance.** If any provision of this membership declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of the jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability of it in any jurisdiction. Such severance does not affect the remaining provisions of this membership validity or enforceability of it in any other jurisdiction.

I have read, understood and agree to the above declaration including warning, exclusion of liability, release & indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of NSWMTA membership.

Signed.....Date.....Name.....

NOTE: where the applicant is under 18 years of age this form must also be signed by applicants legal parent or legal guardian

I.....**am the parent or guardian** of the applicant. I authorise and consent to the applicant undertaking the NSWMTA Activities. In consideration of the applicant's membership being accepted I expressly agree to be responsible for the applicant's behaviour and agree to personally accept in my capacity as parent or guardian the terms set out in this membership application and declaration including the provision by me of the release and indemnity in the terms set out above. In addition I agree to be bound by and comply with the NSWMTA constitution and any regulations and policies made under it

Parents signature.....Date.....Name.....