

# Membership Provisions Consent Indemnity Declaration

## Risk Awareness

Swordfish Fencing Club (SFC) and Fencing WA (FWA) [formerly the Western Australian Fencing Association (WAFA)] endeavour to make your fencing experience as safe and enjoyable as possible. As such, and to ensure high standards are maintained, we require certain information and undertakings from participants as listed below. These will continue to apply throughout your time in these organisations. Junior fencers will be asked to re-register with the club on the occasion of their turning 18 years of age. Please also update your membership details should your details change.

**I declare that I have read and understand the following FIE Fencing Rules which apply to all levels of fencing including training and competitions which come under the auspices of the affiliated clubs of the Australian Fencing Federation Inc. (including FWA), and the Federation itself:**

**1. Responsibility of Fencers** (Reflecting Book 1 – Technical Rules, Chapter 4 – The Fencers Equipment)

All fencers are responsible for arming, equipping and clothing themselves according to the FIE Rules and fence at their own risk. Fencing can be dangerous. The safety measures and the methods of control laid down in the present FIE rules are designed to supplement the fencers' safety but cannot guarantee it. The rules are therefore not intended to be an assumption of responsibility or duty of care at law by either the FIE, AFF, FWA, SFC or associated organisations, or of those who may negligently cause an accident.

**2. Control of Equipment** (Reflecting Book 3 – Material Rules, Part 1 – Fencers' Weapons & Equipment, Chapter 3 – 2. Checking of Equipment)

The fencers are responsible for their equipment (including weapons and clothes) at the moment when they present themselves on the piste. In particular blades, masks and clothing must all conform with the specifications of the FIE. The forms of control and specifications laid down by the FIE and FIE Rules are only intended to help organisers who must apply the Rules and fencers who must always respect the Rules. The Rules are therefore not intended to be an assumption of responsibility or duty of care at law by either the FIE, AFF, FWA, affiliated Clubs or associated organisations, or of those who may negligently cause an accident, for any injury or damage however caused.

## Safety Awareness Statement

I am aware that during my participation in any training or competition activity arranged by or on behalf of SFC, its employees, agents or volunteers, certain risks or dangers may include, amongst others:

- Physical exertion to which I may not be accustomed;
- Rapid accelerations, movements, and changes in direction; and
- Physical contact between participants and fencing weapons (foil, epee or sabre) and occasional direct contact between participants.

I hereby acknowledge that the practice of fencing is intrinsic to the risks of participation, and that these risks may exceed those commonly accepted at work or in the home. I agree that the SFC, FWA, or any member thereof and/or any person associated in any way with the conduct of or participation in the events conducted by said Club or Association (all of which persons, Club and Association are severally and jointly included in the term "indemnified") shall not be deemed responsible or liable in any way for any injury, illness, or mishap to me sustained in, arising from or out of, or in any way directly, or indirectly connected with any travelling, match, practice or any function of whatsoever nature held in connection with events arranged by the "indemnified", or prior to or subsequent thereof, if in any way connected directly or indirectly with the said events and hereby indemnify the indemnified against any actions, suits, courses in action, demands and claims made by me. I accept all the above mentioned risks, and the possibility of personal injury, and will hold SFC, its employees, agents and volunteers free from all liability, actions, debts, claims and demands of any nature whatsoever, subject to the rights and conditions which apply under the Fair Trading Act (1984) and the Trade Practices Act (1974).

In entering this agreement, I am not relying on any representation made by or on behalf of Swordfish Fencing Club, but do so only of my own free will.

## Member Obligations

I am aware that during my participation in any activity arranged by or on behalf of SFC, its employees, agents or volunteers, I agree:

- To follow directions given by instructors and officials with respect to safety during training and competition;
- To wear mask, jacket and other relevant safety equipment whenever engaging in a training exercise utilising weapons, or bout;
- Not to commence fencing, or to cease fencing immediately if an unsafe situation arises;
- Not to fence when not in a safe position to do so, including whilst under the influence of alcohol or other drugs or substances.
- To show respect for referees, judges and officials during all training and competition.
- To show respect for all club members, past, present and future, during all training, competition and social occasions and events as they may arise.

All attendees of competition or training will be polite, courteous and show restraint. Where disputes arise, these should be dealt with through the Tournament Director, or if necessary, the Executive of the Club and/or State Association. Dispute resolution will be in accordance with the rules of the FIE and the policies of the, Club, State or National governing body for the particular event.

### **First Aid Consent**

In the event that I suffer injury or illness, SFC has my consent to administer first aid and may arrange such medical treatment and emergency procedures as it shall consider necessary for my wellbeing and safety.

I understand that my wellbeing and safety also depend on my declaration of any illness, infectious diseases as well as medical and dietary concerns that could affect the safety of other participants and/or me and that this information is freely given to the head instructor and fully declared in this document.

### **Healthy Club Policy**

The Swordfish Fencing Club has a strict policy prohibiting the use of performance enhancing or illegal substances among its members. Where members are taking medication for reasons of health, the policies of the Australian Fencing Federation and the FWA should be adhered to with respect to declaration of medications. Members should read, and take note of the Club's Health and Safety Policy, developed as part of the Healthway Healthy Club programme. This policy has specific requirements with respect to smoking, alcohol and other drugs, sun protection, healthy eating and sports safety.

We also ask that you seek independent medical advice on your participation if you suffer from any medical condition which might be exacerbated by your participation in sport or physical exercise. Please speak to the Coach, Club Registrar or Club President if you are unsure.

### **Image Consent**

By completing this registration form you are giving consent to SFC to collect & store personal information about its members, for the explicit and sole purpose of fencing related activities. These include, but are not limited to, membership requirements (e.g. registration, affiliation), competition and insurance purposes. You may withdraw your consent at any time by contacting Swordfish Fencing Club in writing at [swordfishfencing@hotmail.com](mailto:swordfishfencing@hotmail.com)

Fencing WA (FWA) and its affiliated clubs within WA are required to collect & store personal information about its members, for the explicit and sole purpose of fencing related activities. These include, but are not limited to, membership requirements (e.g. registration, affiliation), competition and insurance purposes.

There are also occasions where photos/digital images/video may be used or displayed on the FWA and/or its affiliated club's website or respective approved digital platform (e.g. Facebook). These could be to recognise achievements or to publicise state and club events, etc. FWA and its affiliated clubs therefore requires prior consent from all members (Adults and Parent/Guardian of any member who is Under 18 years of age) before using/displaying these images. You may withdraw your consent at any time by contacting FWA in writing to the Member Protection Coordinator at [fencingwamemberprotection@gmail.com](mailto:fencingwamemberprotection@gmail.com)

#### **Declaration:**

I understand the conditions of affiliation and/or registration and agree to abide by the rules and to follow the safety regulations of the FIE (Federation Internationale d'Escrime), the FWA as outlined above. I have read and understood the indemnity clauses above and the contents of this document and/or explained it to the junior Applicant fencer.

**I agree to submit to any lawful reasonable drug test ordered by an authorised body and agree to comply with FIE Rules relating to drug testing and the penalties set out therein.**