

# VDA Membership Application

Please mail completed application with payment to: P.O. Box 257, Hallam 3803

Applicants must sign the Statutory Declaration and the Legal Disclaimer.

Your name will be published in our monthly newsletter "The Rub Tree" for one edition for all members to consider you.

Please don't feel offended by this as we seek only responsible members in our association.

Name:.....  
Address:.....  
.....Post Code:.....  
Date of Birth:.....  
Phone:..... Mobile:.....  
Memberships are annual and are due on February, 28th each year.  
New memberships are pro rata in the first year of membership.  
Junior Membership \$25 per year or \$2.10 per month pro rata.  
Adult Membership \$50 per year or \$4.20 per month pro rata.  
Family Membership \$50 per year or \$4.20 per month pro rata.  
(includes spouse and children under 18 years).  
.....months pro rata x \$..... = \$.....  
High visibility "blaze orange" baseball caps are available to new members at \$5 each including postage and handling.  
Caps Qty:..... \$.....  
Gamecon Donation \$.....  
Total: \$.....

STATUTORY DECLARATION

I.....  
Of.....  
In the state of Victoria, do solemnly and sincerely declare:-

- That I have not been expelled as a member of another shooting or hunting organisation for firearm or wildlife offences during the last five years.
- That I have not been guilty of an offence involving firearms or wildlife during the last five years.
- That I do not have any pending charges yet to be heard relating to firearms or wildlife offences.
- That I have not been deemed a prohibited person under the firearms act.

I acknowledge that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.

Sign (applicant):.....  
Declared at:.....  
In the state of Victoria this:..... Day of.....  
Before me (witness):.....  
Qualification (witness):.....

## Legal Disclaimer

In consideration of my application for membership and / or participation in VDA Activities being accepted I acknowledge and agree that: "Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including its director's officers, employees and agents; "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 against the VDA under any right expressly conferred by its constitution or regulation; and "VDA Activities" means performing or participating in any capacity in any authorised or recognised VDA activity.

Warning: VDA Activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during VDA Activities including but not limited to:

- I may be physically or mentally injured, impaired, maimed or killed;
- Other participants may act dangerously or with lack of skill;
- Conditions may be hazardous and may vary without warning or predictability;
- Organisers, officials, land owners/operators and any agents or representatives of any of them, in charge may be obliged to make decisions under pressure of time and / or activities;
- Any policy of insurance of or in respect of my life or physical or mental health be void.
- There may be none or no adequate facilities for treatment or transport of me if I suffer injury;
- My property may be damaged, lost or destroyed.

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 the VDA Activities 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. 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 reasonably to expect in the circumstances; and
- Reasonably fit for which they are commonly bought as it is reasonably 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 Trade Act 199 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 of 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 purpose of this clause 3. "the Supplier" shall mean and include the VDA.

- 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 of goods or services may be excluded. I acknowledge that these implied terms and any liability of VDA (or any of them) flowing from the, are expressly excluded to the extent of possible by law, by this declaration. To the extent of any liability arising, the liability of the VDA will, at the discretion of the VDA, be limited to the resupply of the services or payment of the cost of having the services supplied again.
- Release and indemnity:** In consideration of VDA in accepting my application for membership/ participation in VDA Activities I, to the extent permitted by law: (a) release and will release VDA 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 VDA Activities; and (b) indemnify and will keep indemnified VDA in any respect of any claim by any person arising as a result of or in connection with my membership and /or participation in any VDA activities.
- Privacy:** I understand that the information I have provided above is necessary for the objects of VDA. I acknowledge and agree that the information will only be used for the objects of VDA. VDA general business and to provide me with a membership related services. I understand that I will be able to access the information through VDA secretary. If the information is not provided my membership / activity participation in any other jurisdiction. Application may be rejected.
- Severance:** If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read it will be severed to the extent of the invalidity or unenforceability. Such as severance does not affect the remaining provisions of this declaration or the validity or enforceability of it I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied, release and indemnity.

Sign:.....

Date:.....