



**WEST BAY
NIPPERS**
西子灣兒童衝浪救生

Health-Safety-Welfare Safeguarding Children Indemnity and Consent Form

West Bay Nipper Indemnity and Consent Form

Season:

2023/04/02 - 2023/10/22

Time:

Location:

Kaohsiung City, Xizihwan, No. 70, Lianhai Road, Gushan District
(Boathouse B, Xiziwan Sea Area Center)

Type of Activity:

Surf Safety

Child or Young Person's Details

Child's Full
English Name:

Child's Full
Chinese Name:

Home address:

Phone:

Date of Birth:

National Health
Insurance ID
Number:



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Parent/Guardian Details

Full English
Name:

Full Chinese
Name:

Home Address:

Phone:

Date of Birth:

Line App ID:

National Health
Insurance ID
Number:



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Emergency Contact #1

If there's an emergency, please contact (only fill in if different from the person named above):

Full English
Name:

Full Chinese
Name:

Home Address:

Phone:

Line App ID:

Emergency Contact #2 Optional

Full English
Name:

Full Chinese
Name:

Home Address:

Phone:

Line App ID:



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Do we need to provide any extra help, for example because of a disability, or are there any activities that your child cannot participate in?

Do we need to know about any medical conditions or allergies? (If yes, please provide details of the condition(s) and any medication needed).

Is there anything else you think we should know?



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Information for Parents/Guardians

The West Bay Nippers Club aims to provide a safe and enjoyable experience for every child or young person.

To help us do this, please note the following important information:

- 1.1 All questions on the indemnity and consent form must be completed and signed by the parent/guardian before any child takes part in West Bay Nippers activities.
- 1.2 Parents/Guardians must ensure they notify us of any changes to the information given on the form.
- 1.3 Parents/Guardians must arrange for children to be brought to and from the activity safely and on time.
- 1.4 Ensure you and your child have Public Liability Insurance for the event and activity.
- 1.5 We cannot take responsibility for damaged clothing and/or personal items during the activity.
- 1.6 Parents/Guardians should ensure children have sufficient water, food, clothing, and medication (where appropriate) for the duration of the activity.

If a young athlete is keen to take part in an activity, but their parent/guardian is not ready to give consent:

- 2.1 The West Bay Nipper Club will talk to the parent/guardian to understand the reason for their objection.
- 2.2 Discuss whether The West Bay Nippers Club can do anything to make the activity more suitable for the young athlete (for example, by providing extra supervision/support).
- 2.3 Suggest other activities the young athlete could participate in which their parent/guardian may be more comfortable attending.
- 2.4 Support the parents/guardians in explaining to the young athlete why they are not comfortable with them taking part in the activity.



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I and/or my child participate in the West Bay Nippers beach and water activities (The Event). The Event means performing or participating in any activity within the specified time and authorized or recognized by the West Bay Nippers Club, its associates, its members, and their respective officers, directors, members, servants, or agents. I hereby state, acknowledge, represent, undertake and agree as below:

3. I have read and understood all the information about the West Bay Nippers Club and The Event. I acknowledge my application will be evaluated and may be rejected or accepted. The West Bay Nippers Club and The Event policies and procedures, and rules, including the Code of Conduct, are necessary and reasonable for promoting West Bay Nippers as a free community service.

4. I understand the demanding physical nature of these activities. As a condition of entry to the West Bay Nippers Club and The Event, I declare that I have sufficiently trained for these beach and water activities. I am unaware of any illness, injury, or any other physical disability which may cause me injury or death while participating in West Bay Nippers and The Event.

5. If I become aware of any medical condition or impairment or am sick or injured before or during the activities, I will withdraw from the Event.

Warning: If you suffer or have suffered from any illness or physical, emotional, mental, or psychological disability likely to influence your efficiency as a West Bay Nippers Club member or participant, it may impact your safety, a participant's safety, and the public's safety. You should consult your medical practitioner before commencing The Event.

6. The West Bay Nippers Club activities and The Event is a physically challenging program, and participation in it presents medical risks, many of which can be extremely serious or fatal.



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7. I acknowledge that participating in the West Bay Nippers and The Event is dangerous and that I am exposed to certain risks by such participation. I acknowledge that the enjoyment of beach and water activities is derived partly from the inherent risks and exertion beyond the assumed safety of life at home or work. These risks and hazards contribute to enjoyment and pleasure and are a reason for my participation in The Event.

8. I am medically, mentally, emotionally, and physically fit and can participate in any West Bay Nippers activities. I am currently not, and in the future, I must not be a danger to myself or the health and safety of others. In writing, I will immediately notify the West Bay Nippers Club and The Event of any changes to my fitness, medical condition, and ability to participate.

9. **Warning:** West Bay Nippers and the Event can be dangerous. I accept that I am exposed to risks during The Event and activities, including but not limited to contact with surf lifesaving equipment and surf craft, body contact, physical exertion, and surf, sea, and weather conditions. I recognize that accidents can and often do happen, resulting in injury, death, or property damage. I have willingly read and understood this warning. I acknowledge and accept the risks in participating in West Bay Nippers and The Event.



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10. I accept and understand that while participating in West Bay Nippers and The Event:

10.1 I may be hurt, physically or mentally, or may die from diverse reasons including, but not limited to, overexertion, dehydration, drowning, trips or falls, cardiac arrest, slips, accidents with other players, bystanders, or accidents provoked by my actions.

10.2 My personal property may be lost or damaged.

10.3 The circumstances and conditions in which The Event is performed may vary without warning. I may be in a hard-to-reach or isolated area where access to medical support may be limited, and it may take considerable time and effort to reach me.

10.4 There may be no or inadequate facilities for my treatment or transport if I am injured

10.5 I accept the responsibility and risk for any property damage, injury, or death resulting from my participation in West Bay Nippers and the Event.

11. I also acknowledge and understand that while participating in the Event:

11.1 I agree and will prepare all mandatory equipment and wear the Club Cap.

11.2 I will obey the orders of the organizer, staff, or volunteers during The Event.

12. I consent that if I am hurt or require medical emergency help, the Event Organizers can, at my cost, organize medical treatment and emergency evacuation as considered essential by the Event Organizers. I consent that I am accountable for my medical, health, public liability, and ambulance insurance coverage. I will bring my National Health Insurance Card to the Event.



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13. I consent to release, indemnify and hold harmless West Bay Nippers and the Event organizers, club members, coaches, employees, agents, its officers, volunteers, public bodies, landholders, contractors, and The Event sponsors, from and against all and any claims, rights, demands, or cause of action, lawsuits, expenses, costs, and proceedings of any nature whatsoever which I may make or on my behalf or by other parties for or in regard of or emerging out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether, breach of contract, by negligence or in any way whatsoever.

14. I also agree that if my property is damaged or I am injured, I will bring no claim, legal or otherwise, against the West Bay Nippers Club and The Event organizers regarding that damage or injury.

15. I consent to permit my results, name, videos, photographs, multimedia, or film likeness to be used for any fair purpose by the West Bay Nippers Club and The Event without compensation or payment. I acknowledge and agree to the Event being photographed and video recorded for legal reasons and to provide personal feedback.

16. I agree to abide by the Event rules and the directions of all officials. I acknowledge that important information is provided in the West Bay Nippers Manual, West Bay Nippers Information Guide, And West Bay Nippers Line Group. Additional information is available at www.westbay.tw. I have read and understood all the important information provided to me.

17. I acknowledge that the Event Organizer may change the Event activities without notice if the Event Organizers deem this necessary. I also recognize that the event organizer may cancel the Event due to weather conditions, safety considerations, terrorism, or 'acts of god.'



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18. I declare that:

18.1 I am not subject to any criminal investigation

18.2 I do not presently have any charges connecting to a severe criminal conviction against my name

18.3 I have not been convicted of any serious criminal offense.

19. Safeguarding participants: I will seek to protect all other members from all abuse and child abuse, including grooming.

20. I acknowledge that the West Bay Nippers Club strives to create and maintain a member, practices the Code of Conduct, and adheres to the policies and procedures that are endorsed, understood, and implemented by all. I agree to use my best endeavors to develop and grow such a culture. I agree to be bound by and comply with the safeguarding policies and Code of Conduct. I will assist agencies and people in authority when dealing with children and young people.

21. Release & Indemnity:

Where I have been negligent, have committed a criminal offense, and/or otherwise intentionally failed or refused to comply with the West Bay Nippers Club and The Event rules as a member or application for membership I:

21.1 Release and will release the West Bay Nippers Club from all claims and lawsuits that I may have or may have had but for this release arising from or about my membership and/or participation in any West Bay Nippers Activities and The Event; and

21.2 Indemnify and will keep indemnified the West Bay Nippers Club to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with my membership and/or participation in any West Bay Nippers Activities.



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22. Privacy: By completing this form, I consent to the West Bay Nippers Club using, disclosing, and storing my personal information. The West Bay Nippers Club and the Event collects and holds data on members and, where members are under 18, their parents/guardians for the sole purposes of West Bay Nippers Club activities and administration. The information I have supplied in this form is necessary for adequately managing West Bay Nipper's administration of surf safety and related activities.

23. The West Bay Nippers Club may share my information with other organizations. My data may also be used to notify me of different events and news and to offer me the provision of services, including by third-party providers. I acknowledge that if I do not desire to accept promotional material from sponsors and third parties, I may advise in writing.



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INDEMNITY AND CONSENT

I acknowledge that I have read & understand this indemnity and consent form and consent to be bound by the following:

I accept that I and/or my child or the child in my care will participate in and be exposed to various risks and dangers associated directly or indirectly with the West Bay Nippers Club activities and the Event.

I realize the activities require me and/or my child or the child in my care to be in good physical and mental condition and are in such a condition, having checked with my medical practitioner.

I agree to obey at all times, whether participating in any activity or not, any warning notices and instructions of the West Bay Nippers management and/or the person in charge of the Event. I also acknowledge that the West Bay Nippers management and/or the person in charge of the activity may, in his/her sole discretion, decide to:

Cancel, terminate or curtail any activity at any stage for whatever reason the West Bay Nippers management and/or the person in charge of the Event in his/her sole discretion deems fit.

I certify that all details provided are true and correct. I acknowledge that I can't amend the West Bay Nippers Club membership declaration. If I amend my application, it won't be accepted by the West Bay Nippers Club.

I have read, understood, recognize, and agree to the above information, including the warning, exclusion of liability, release & indemnity relating to a severe criminal offense. I agree to be bound by and to comply with the West Bay Nippers constitution and any regulations and policies made under it.



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Parent/Guardian Consent

I agree to the following:

- My child taking part in the stated activity
- West Bay Nippers Club keeping a record of this form for health and safety reasons
- Any medical treatment my child may need to be given in an emergency.
- My child being filmed or photographed during the activity, with the possibility that these photographs/media recordings may be used for publications or marketing publicity. West Bay Nippers Club will take all steps to ensure these images are used solely for their intended purposes.

Note: If consent is not given, the West Bay Nippers Club will not use any images taken during the activity that contains the child/young person.

I understand that my child needs to follow the participant's Code of Conduct and safety rules so that the West Bay Nippers Club can keep them and other children safe.

I am the parent/guardian of the applicant. I authorize and consent to the applicant undertaking the West Bay Nippers activities and The Event. In consideration of the applicant's membership being accepted, I agree to be responsible for the applicant's behavior and agree to accept in my capacity as parent/guardian personally; the terms set out in this membership application and declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the West Bay Nippers Club constitution and any regulations and policies made under it.

I have read, understood, acknowledge, and agree to the declaration and application and conditions of membership, and I consent to the declaration and application for membership of the applicant.

Child's/Volunteer's Full English Name:

Child's/Volunteer's Full Chinese Name:

ID Number:

Parent's/Guardian's signature: (if applicable)

Date:

Represent or act on behalf of another person, legal entity, or minors not part of your family (other person). You must provide us with a written mandate/resolution authorizing you to sign this indemnity and consent form on behalf of the other person.



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Child or Young Person

I agree to the following:

- Taking part in the activity
- Talk to Coach Graeme or my parent/guardian if I am uncomfortable during the activity so they can help or arrange for me to do something else.
- West Bay Nippers Club keeps a record of this form, so they have the information they need to keep me safe during the activity.
- Receiving any emergency medical treatment that I may need
- Being filmed or photographed during the activity. I understand that the photographs or film might be used to tell other people about what the West Bay Nippers Club does.
- **Note:** If I disagree with this, West Bay Nippers Club will not use any images of me.

I understand that enjoying the activity and being safe means following the participant's Code of Conduct and safety rules.

Full English Name:

Full Chinese Name:

ID Number:

Child's signature:

Parent's signature:

Date:

Gaining a child or young person's consent

It's good practice to ask children and young people with the maturity and mental capacity to decide whether they want to be involved in an activity. Most young people over 12 are likely to come into this category, although an assessment must be made based on their individual needs. Consent from young people is not a replacement for parental consent. It's a way for the child or young person to be involved in decision-making. You should always gain parental consent for children under 18. Parents have a parental legal responsibility for their children up to the age of 18.



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**This was last reviewed on:
2022/12/27**

West Bay Nippers Season: 2023/04/02 - 2023/10/22

We are committed to reviewing our Indemnity and Consent Form before, during, and after the West Bay Nippers season.

Signed: *Graeme*
West Bay Nippers Club Child Welfare Officer



**NSPCC
Learning**

Certificate of achievement

This is to certify that

Graeme Charles

has successfully completed

Child Protection in sport and physical activity

Given on

20/10/2022

Accredited by



CPD Certified is a registered trademark of CPD Certification Service. CPD Certified is a registered trademark of CPD Certification Service.