

# GAMEX TERMS AND CONDITIONS OF ENTRY

The word “boat” used in this form includes any floating object used to transport or accommodate any person, whether it is powered or not, & includes but is not limited to a kayak.

1. The Exmouth Game Fishing Club (EGFC) – is the organiser of the GAMEX 2026 Fishing Tournament (GAMEX).

2. I agree that:

- a. I am participating, alternatively will be the skipper, crew or a passenger on board a boat used for the purpose of or involved, in GAMEX;
- b. further or alternatively to paragraph 2a, I own the boat identified in my entry form;
- c. GAMEX is a recreational activity to which the Civil Liability Act 2002 (WA) applies; and
- d. by performing any of the activities referred to in paragraph 2a above, alternatively permitting my boat to be used in GAMEX, I am engaging in a recreational activity.

3. I have been warned of and am aware of the risks of participating in GAMEX, which include (but are not limited to)

- Injury, death or property loss or damage caused or contributed to by: a. exposure to weather, tides or waves;
- Exposure to sun, wind or water;
- Submerged or floating objects, marine life, hazards at sea, fishing or boating equipment or naturally occurring or human made structures;
- The driving of vehicles or boats;
- Skipper error;
- Vehicle driver error;
- The launching, retrieving, anchoring, mooring, berthing or releasing of boats;
- The use of boating trailers;
- Failed, defective or inoperative boating equipment, safety equipment or boat related mechanics;
- Loss, damage or capsizing of a boat;
- Fire;
- Slippery or sharp boat surfaces, jetties or land based floors or structures; and
- Trip hazards.

4. I have informed myself and my team and am aware of all hazards and risks and the Western Australian and Australian laws applicable to the areas where I intend to fish or be present during GAMEX.

5. I have informed myself and my team of and agree to comply with all:

- Western Australian and Australian laws applicable to the areas where I intend to fish or be present during GAMEX; and
- Game Fishing Association of Australia and EGFC Rules and Regulations applicable to GAMEX.

6. I warrant that the boat that I will use in GAMEX is insured for loss and damage and public liability insurance has been effected and maintained by the boat owner for the duration of GAMEX in respect of loss or damage caused by the use of the boat.

7. Upon request by EGFC, at any time, I must produce to EGFC a complete and true copy of the property and liability insurance contract(s) referred to in paragraph 6 above.

8. I warrant that the boat I will use in GAMEX is seaworthy, fit and proper and contains all relevant safety equipment (including but not limited to VHF radio, life jackets, EPIRB, flares, bailer and fire extinguisher) for use in GAMEX.

9. I warrant that the boat I will use in GAMEX is fitted with an operating and well maintained VHF radio.

10. I release the EGFC, its officers and members from any and all liability, whether at law or in equity, in respect of damage to or the loss of my property or my personal injury or death arising from or in any way connected to GAMEX.

11. I release the EGFC, its officers and members from any and all liability, whether at law or in equity, for contribution or indemnity in respect of legal proceedings commenced against me by, or my legal liability to, any person arising from or in any way connected to GAMEX.

12. I have read and agree that EGFC's GAMEX Cancellation Policy is incorporated into and forms part of these terms and conditions.

13. I agree that if this my entry is submitted to EGFC after January 13<sup>th</sup>, 2026, the persons referred to as skipper or anglers on my entry form may not receive a correct sized tournament T-shirt.

If any person referred to above is under the age of 18 years (minor), please ensure that his/her parent / legal guardian completes the entry form.

## **CANCELLATION POLICY**

### **Participants**

1. If the entire GAMEX 2026 event is cancelled due to actual or forecasted weather, an order, direction or notice issued by the Australian, Western Australian or Exmouth government or one of their agencies or departments, or an event or omission that is not within Exmouth Game Fishing Club's (**EGFC**) control, then each person who:
  - a. intended to be a participant in the cancelled fishing tournament; and
  - b. had prior to the event commencement date correctly completed and submitted to EGFC the applicable Entry Form and paid the applicable entry fee:
    - i. may collect his/her tournament bag and tournament shirt from the EGFC clubhouse – at times specified by EGFC; and
    - ii. subject to paragraph 3 below, will be refunded 50% of his/her paid entry fee. The remainder of his/her entry fee will be retained by and forfeited to EGFC.
2. If any portion of the GAMEX 2026 event is cancelled or has restrictions imposed on it due to actual or forecasted weather, an order, direction or notice issued by the Australian, Western Australian or Exmouth government or one of their agencies or departments, or an event or omission that is not within EGFC's control, then any paid entry fees will not be refunded. All entry fees will be retained by and forfeited to EGFC.
3. A person is not entitled to a refund of any paid entry fee by reason of the GAMEX 2026 event being cancelled unless she/he requests the refund from EGFC in writing by email sent to [events@egfc.com.au](mailto:events@egfc.com.au) and that request is received by EGFC within 7 days of the EGFC determining that the event is cancelled.

4. A person who has completed and submitted to EGFC the applicable Entry Form and paid the applicable entry fee may by email sent to [events@egfc.com.au](mailto:events@egfc.com.au) deregister from the GAMEX 2026 event. However, she/he is not entitled to a refund of his/her entry fee unless:
  - a. the email giving notice of such deregistration is received by EGFC prior to 13 February 2026; and
  - b. prior to 13 February 2026, she/he pays to EGFC a \$50 administration fee.
5. Any person who deregisters from the GAMEX 2026 event must not participate in the GAMEX 2026 event.
6. Save for in the circumstances expressed in paragraphs 1, 3 and 4 above, no person is entitled to a refund of his/her paid entry fee.

### **Sponsors and Partners**

7. If the entire or any portion of the GAMEX 2026 event is cancelled or has restrictions imposed on it due to actual or forecasted weather, an order, direction or notice issued by the Australian, Western Australian or Exmouth government or one of their agencies or departments, or an event or omission that is not within EGFC's control, then any funds paid or granted, services provided or goods given to EGFC by any of its sponsors, donors or partners in respect of the GAMEX 2026 event will be retained by and forfeited to EGFC.

Please contact the GAMEX 2026 Event Coordinator via: [events@egfc.com.au](mailto:events@egfc.com.au) for any cancellation and transfer requests.