

PARTICIPANT WAIVER AND RISK WARNING (Waiver)

In consideration of, and as a condition of my participation in Wardell and District Tennis Club (Wardell Community Courts) activities, I acknowledge and agree as follows
(for participants under 18yo or otherwise deemed as incapable of understanding this declaration, a parent/guardian must also acknowledge and agree):

Activities Covered

Tennis, Basketball, Futsal, Volleyball, Pickleball, Ball Skills (**Activities**).

Rules of participation

1. I will follow any rules, directions and/or instructions set by or from TA (or its agents) in connection with the Activities (**rules**) including wearing safety PPE during participation. If I fail to comply with these rules I will not be permitted to participate or to continue to participate in the Activities. Full Participation Rules are available on request.
2. Onsite Adult (18+) supervision is required for all guests 17 years and under or any individual, of any age, who is incapable of understanding direction. A Grown-Up ticketholder (refer below for relevant ages) participating in the Activities, may act as a supervisor, in accordance with the supervision requirements for the Activities, provided an Adult is onsite at all times during the Activities. If an appointed participating guardian is 17 years or younger, an additional Adult supervisor (18+) will also be required to be onsite at all times during the Activities. A Grown-Up ticketholder is means includes participants aged 16+ years and over, for activities at Wardell and District Tennis Club. A Grown-Up means participants aged 18+.

Declaration

4. When participating in Activities, I agree that I am participating at my own risk and are subject to the terms of this **Waiver**.
5. I declare that:
 - a. I am aware that the Activities involve physical activities outside in the elements of our environment, overexertion, heat, cold and other adverse weather conditions and accidents with other participants or spectators;
 - b. I am mentally and physically able to participate in the Activities;
 - c. I understand that I should not participate in the Activities unless I have trained appropriately and are in good physical condition;
 - d. I will participate within my skill level and capability during the Activities;
 - e. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate.

Risk Warning

6. I acknowledge that the Activities are inherently dangerous recreational activities and/or recreational services and involves obvious risks to my health and safety. The risks include, but are not limited to:
 - a. death;
 - b. physical or mental injury (e.g. twists, sprains, broken bones, spinal injury, paralysis);
 - c. contraction, aggravation or acceleration of a disease;
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs.

Waiver

7. I agree and undertake any such risk voluntarily and at my own risk. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.
8. By agreeing to this **Waiver**, I agree that the statutory guarantees do not apply to me, or do not apply to the person of whom I am a parent/guardian of. I understand that this means my rights (or the rights of a person on whose behalf I am acquiring the services) to sue Wardell and District Tennis Club Inc in relation to the recreational services that I undertake because the services or recreational activities provided were not in accordance with those guarantees which are excluded, restricted or modified as set out below.
9. I agree that the statutory guarantees under the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) do not apply to me (or a person for whom or on whose behalf I am acquiring the services or activities). Full ACL is available upon request
10. I acknowledge and agree by signing this **Waiver** that Wardell and District Tennis Club Inc has no duty of care to me (or a person for whom or on whose behalf I am acquiring the Activities) in relation to the Activities as a result of the Risk Warning included at clauses 5 and 6 of this **Waiver**.

Release and indemnity

11. Save that the below releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the gross negligence of Wardell and District Tennis Club Inc, I, to the full extent permitted by law and in addition to any other releases or waivers in this **Waiver**:
 - a. waive and release Wardell and District Tennis Club Inc from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Activity; and
 - b. waive, release and indemnify Wardell and District Tennis Club Inc against any Claim which may be made by me or on my behalf for or in respect of or arising out of my death whether caused by the negligence or breach of contract by Wardell and District Tennis Club Inc or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified Wardell and District Tennis Club Inc to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with my participation in the Activities;
 - ii. against Wardell and District Tennis Club Inc in respect of any injury, loss or damage arising out of or in connection with my failure to comply with Wardell and District Tennis Club's rules and/or directions.

Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence, (but not gross negligence) by any person expressly entitled to make a claim under any applicable insurance policy.

Disclosure of Medical Conditions and Fitness to Participate

12. I warrant that prior to participating in the Activity I am and must continue to be medically, mentally and physically fit and not knowingly pregnant to be able to undertake and participate in the Activity. I acknowledge that TA relies on information provided by me and that all such information is accurate and complete.

Right to Use Image

13. I acknowledge and agree that photographs, videos and electronic images may be taken and owned by Wardell and District Tennis club Inc and that Wardell and District Tennis Club Inc may use the photographs for promotional purposes. Verbal consent will be requested prior to images being captured by Wardell and District Tennis Club Inc.

Privacy

14. I have provided personal information to Wardell and District Tennis Club Inc. This information is collected and may be used in accordance with our Privacy Policy.

PARTICIPANTS OVER 18 YEARS OR PARENT/LEGAL GUARDIAN DETAILS:

I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

Full Name: _____ Date of Birth _____ Age: _____
Address _____
Phone: _____ Emergency Contact Name and Phone: _____
Email: _____ Medical Conditions: _____

PARTICIPANTS UNDER 18 YEARS OR OF ANY AGE, WHO REQUIRE A PARENT PRESENT DUE TO BEING UNABLE TO UNDERSTAND THIS DOCUMENT:

I, _____, the parent or guardian of the under 18 participant, _____ (full name of participant) authorise and consent to their participation in the Activities. I understand and agree that if an appointed participating guardian is 17 years or younger, an additional Adult supervisor (18+) is required to be onsite at all times during the Activity and is responsible for the participant's behavior. In my own capacity and in my capacity as parent or guardian, I agree to and accept the terms set out in this declaration, including the risk warnings, exclusion of implied terms and provision of a release and indemnity on the terms set out above.

Full Name	Date of Birth	Age	Medical Conditions

I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by TA. I have read, understood, acknowledge and agree to the above terms including the risk warning, exclusion of implied terms, release and indemnity.

Signature:

Date:

Wardell and district Tennis Club Inc. Bridge Drive Wardell NSW 2477. ABN: 75 155 949 807. Registered Inc: Y0206705 Social Media "Wardell Community Courts"

WARNING UNDER THE FAIR TRADING ACT 1987 No 68 (NSW ACT), AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC ACT), Australian Consumer Law (Tasmania) (ACL) ACT 2010 and the Civil Liabilities Act 2002 (TAS) (CLA), Competition and Consumer Act 2010 (Cth) (CCA) and the Civil Liabilities Act 2002 (WA) (CLA)

Under the Acts, several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form Wardell and District Tennis Club Inc is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under the Acts, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Act if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to 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 2012.

BK# _____