

Membership & Participant Declaration

Touch Football Australia and your local affiliate welcome you as a member.

We hope you enjoy The Thrill of the Game!

www.austouch.com.au | www.facebook.com/touchfootballeustralia

Each Participant must complete a Membership & Participant Declaration and pass to team contact for submission with Team Registration Form.

please use capital letters

(first name)

(surname)

(date of birth)

 / /

(date of birth)

(street address)

(street address)

(state/territory)

(mobile)

(email address)

(email address)

(industry)

(industry)

(emergency contact name)

(phone)

(signature)

I hereby apply for membership of Touch Football Australia Incorporated and such affiliated Touch Football association deemed to be relevant and appropriate by TFA and apply to participate in the Competition. In consideration of my application being accepted I acknowledge and agree that (for competitors under the age of 18 a parent or guardian must also sign this declaration):

I have read, understood, acknowledge and agree to the terms on the following page including the warning, exclusion of implied terms, release and indemnity.

(signature)

(first name)

(surname)

(date of birth)

 / /

(date of birth)

(street address)

(street address)

(state/territory)

(mobile)

(email address)

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(industry)

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(signature)

Where the applicant is under 18 years of age this declaration must also be accepted by the applicant's parent or legal guardian.

(parent/guardian first name)

(parent/guardian surname)

(parent/guardian surname)

(parent/guardian address)

(parent/guardian address)

(parent/guardian address)

(parent/guardian address)

(parent/guardian address)

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(parent/guardian address)

(parent/guardian address)



Touch Football Australia Incorporated
PO Box 9078 Deakin, ACT 2600
ABN: 55 090 088 207 | IA 1092 | © Copyright 2012

Terms & Conditions

1. In this declaration:

- a. "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 a Touch Football Organisation under any right expressly conferred by its constitution or regulation;
- b. "Competition" means the [insert competition name];
- c. "TFA" means Touch Football Australia Incorporated, an affiliated Touch Football association and the organiser of the Competition and their successors and assigns;
- d. "Touch Football Activities" means performing or participating in any capacity in any authorised or recognised Touch Football Organisation activity including, but not limited to, a game of Touch Football and the Competition; and
- e. "Touch Football Organisation" means TFA affiliated Touch Football associations and the Competition organisers and, where the context so permits, its respective directors, officers, members, servants or agents.

2. The Competition rules and this declaration comprise a contract between me and TFA which is necessary and reasonable for promoting and conducting the Competition.

3. If my application for membership and participation in the Competition is accepted, which will be deemed to have occurred upon my participation in Touch Football Activities or notification to me of such acceptance, I will be a member of Touch Football Australia Incorporated and, where deemed to be relevant and appropriate by TFA, an affiliated Touch Football association. I acknowledge and agree that if I am already a member of TFA or an affiliated organisation, this application will simply be treated as an application to participate in the Competition. I acknowledge that I will be bound by and agree to comply with the rules, regulations and policies of the Touch Football Organisation which relate to the Competition, which include but are not limited to, all relevant rules, regulations, policies and codes of conduct of TFA or the relevant Touch Football Organisation (copies of which can be provided on request), as amended from time to time. I agree that I will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of TFA or, where TFA determines it is appropriate, of the relevant Touch Football Organisation.

4. **Warning:** Touch Football Activities are inherently dangerous. I acknowledge that I am exposed to certain risks during Touch Football Activities including but not limited to being physically or mentally injured, impaired, maimed or killed and 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 Touch Football Activities.

5. **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 for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Touch Football Organisations flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Touch Football Organisations will, at the discretion of the Touch Football Organisations, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

a. *Warning applicable in relation to events held in Victoria:*

WARNING UNDER THE FAIR TRADING ACT 1999: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees 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
- » 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 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 submit this application, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services 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 2004.

b. *Warning applicable in relation to events held in South Australia:*

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services, there is—

- » a statutory guarantee that those services will be rendered with due care and skill; and
- » a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- » a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987 (SA) supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Touch Football Organisations for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded, restricted or modified as set out in this form.

Definitions

1. **Recreational services** are services that consist of participation in—

- » a sporting activity or similar leisure-time pursuit; or
- » any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2. **Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information about your rights can be found at www.ocba.sa.gov.au

6. I am fully responsible for the security of my personal possessions and other valuable items at the Competition and while participating in Touch Football Activities. The Touch Football Organisations will not be liable for replacement of any personal possessions.

7. **Release and Indemnity:** In consideration the relevant Touch Football Organisations accepting my application for membership and participation, I, to the extent permitted by law:

- a. release and will release the Touch Football Organisations from all Claims that I may have or may have had but for this release arising from or in connection with my membership or participation in the Competition or any Touch Football Activities; and
- b. indemnify and will keep indemnified the Touch Football Organisations in respect of any Claim by any person arising as a result of or in connection with my membership or my participation in the Competition.

8. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in Touch Football Activities including the Competition. I will immediately notify TFA in writing through the Competition organiser of any change to my medical condition, fitness or ability to participate. I understand and accept that the Touch Football Organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Competition.

9. **Medical Treatment:** I consent to receiving any medical treatment that a Touch Football Organisation reasonably considers necessary or desirable for me as during my participation in Touch Football Activities. I also agree to reimburse the relevant Touch Football Organisation for any costs or expenses incurred in providing me with medical treatment.

10. **Prevailing conditions:** The Competition and the conduct of, and participation in the Competition may be affected by weather and associated conditions. Given there is often an element of "luck of the prevailing conditions" in entering and competing in the Competition I acknowledge and agree the Competition organiser cannot control the weather and associated conditions. I accept that in the event of extreme weather conditions the relevant Touch Football Organisation reserves the right to alter the format of, shorten, or cancel the Competition in the interest of competitor safety. I acknowledge that the Touch Football Organisation will use all reasonable efforts to conduct the Competition in the planned format if safe to do so. Should prevailing weather conditions force any change I accept that TFA is not obliged to provide any refund to me, nor to provide a credit or transfer for me to another TFA event, nor to restage the Competition, as weather and associated conditions are beyond the control of TFA.

11. **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Touch Football Activities. I acknowledge and agree that such photographs and electronic images are owned by the Touch Football Organisations and that they may use the photographs or electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to the Touch Football Organisations using my name, image, likeness and also my performance in the Competition, at any time, by any form of media, to promote the Touch Football Organisations or Touch Football Activities.

12. **Privacy:** I understand that the information I have provided in my application is necessary for the Competition and the objects of the Touch Football Organisations. I acknowledge and agree that the information will be disclosed to third parties but will only be used for the objects of the Touch Football Organisations and to provide me with services. I understand that I will be able to access the information through the relevant Touch Football Organisation. If the information is not provided, this application may be rejected. I acknowledge that the Touch Football Organisations may also use my personal information for the purposes of providing me with promotional material from Touch Football Organisation sponsors or third parties. I may advise the relevant Touch Football Organisation if I do not wish to receive from the Touch Football Organisations any sponsor or third party promotional material.

13. **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 down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this declaration or affect the validity or enforceability of it in any other jurisdiction.

14. **Entries to the Competition are non-transferable** to other events or to other people. Any attempt to transfer my entry to another person without the knowledge of the relevant Touch Football Organisation may result in the cancellation of my entry without refund and I may not be permitted to participate in further Touch Football Activities or competitions. I also accept that my entry fees are non-refundable.

15. I have provided the information required above and signed this declaration. 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. It cannot be accepted by TFA or any Touch Football Organisation.

