

ACTIVITY DETAILS

Activity: Kids on Court

Activity Date: 20th of January until 2nd of February 2020

Venue: Melbourne Olympic Parks

CONDITIONS OF PARTICIPATION IN THE ACTIVITIES

- **As a condition of participation in the Activities the Participant agrees to the conditions of participation set out below.**
- **If the Participant is under 18, as parent/guardian of the Participant, you give your consent for the Participant to participate in the Activities on the conditions set out below and agree to those conditions on the Participant's behalf.**

CONSENT TO PARTICIPATE AND RISK WARNING

The Participant acknowledges that he or she will be exposed to certain risks when participating in the Activities including but not limited to physical injury. The Participant acknowledges that participation in the Activities is entirely at the Participant's own risk. The Participant has voluntarily read and understood this risk warning and accepts and assumes the inherent risks in the Activities.

DECLARATION OF FITNESS TO PARTICIPATE

The Participant declares that he or she is medically and physically fit and able to participate in the Activities. The Participant will immediately notify Tennis Australia of any change to the Participant's medical condition, fitness or ability to participate. The Participant understands that Tennis Australia will rely upon this declaration as evidence of the Participant's fitness and ability to participate in the Activities.

CONDUCT OBLIGATIONS

The Participant acknowledges and agrees that whilst he or she is participating in the Activities, he or she must:

- (a) comply with all Tennis Australia policies (which can be obtained at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>); and
- (b) follow any lawful instructions or directions of Tennis Australia.

If the parent/guardian of the Participant is attending the Activities they must also comply with the above policies.

The Participant acknowledges that if he or she (and/or his or her parent/guardian) breaches any Tennis Australia policy, fails to follow any lawful instruction or direction of Tennis Australia or engages in any behaviour which, in the opinion of Tennis Australia, has the potential to bring, or brings the Participant, Tennis Australia, the Activities or the sport of tennis into disrepute, Tennis Australia may take action including, but not limited to suspending or dismissing the Participant from the Activities.

CONSENT TO USE IMAGE

The Participant consents to Tennis Australia, its Member Associations and its government and commercial partners taking the Participant's image while the Participant is participating in the Activities. The Participant agrees that any such photographs, electronic images, sound recordings or video footage may be used by Tennis Australia, its Member Associations and its government and commercial partners, in resources and reports and in promotional, advertising or marketing materials, without any further notice or payment to the Participant.

RELEASE AND INDEMNITY

To the fullest extent permitted by law, the Participant agrees to release and discharge Tennis Australia and its directors, officers, employees, volunteers and agents from all liability in respect of any loss or damage the Participant may suffer. Without limiting the foregoing, the Participant also agrees to release, defend, hold, harmless and indemnify Tennis Australia and its directors, officers, employees, volunteers and agents from and against any actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with the Participant's participation in the Activities or in connection with any services provided by Health Providers.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Tennis Australia is required to ensure that the recreational services Tennis Australia supplies to the Participant are rendered with due care and skill; and are reasonably fit for any purpose which the

Participant, either expressly or by implication, makes known to Tennis Australia; and might reasonably be expected to achieve any result the Participant has made known to Tennis Australia. Under [section 22](#) of the [Australian Consumer Law and Fair Trading Act 2012](#), Tennis Australia is entitled to ask the Participant to agree that these statutory guarantees do not apply to the Participant. If the Participant signs this consent form, the Participant will be agreeing that the Participant's rights to sue Tennis Australia under the [Australian Consumer Law and Fair Trading Act 2012](#) if the Participant is 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 the Participant's rights, as set out in this form, does not apply if the Participant's death or injury is due to gross negligence on Tennis Australia's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the [Australian Consumer Law and Fair Trading Regulations 2012](#) and [section 22\(3\)\(b\)](#) of the [Australian Consumer Law and Fair Trading Act 2012](#)

PRIVACY

To assist us in the provision of products and services, we need to collect personal information about the Participant. When the Participant provides his or her personal information the Participant agrees that this will be used by Tennis Australia and other Australian Tennis Organisations under the terms of this statement, and the tennis privacy policy located at www.tennis.com.au/privacy, which contains information about how the Participant may access and seek correction of the Participant's personal information or complain about a breach of the Participant's privacy, and how we will deal with that complaint. If the Participant does not agree, the Participant must not provide the Participant's personal information, and the Participant may be unable to access all of our products and services. We may disclose the Participant's personal information to other parties, including our related companies, other Australian Tennis Organisations, and third parties who provide us services. From time to time, these third parties may be located (and therefore the Participant's personal information may be disclosed) overseas, including to the USA and the Netherlands. We may use and disclose the Participant's personal information for direct marketing purposes regarding the products and services the Participant is signing up to receive, unless the Participant opts-out (which the Participant can do at any time in accordance with the tennis privacy policy), and for facilitating further offers if the Participant ticks one of the boxes below.

- I, the Participant, wish to receive further offers from Tennis Australia and other Australian Tennis Organisations regarding other products and services. **[optional]**
- I, the Participant, wish to receive other offers from third parties who have a relationship with Tennis Australia or other Australian Tennis Organisations about their products and services. **[optional]**

PARTICIPANT AGREEMENT:

By agreeing to this consent form, the Participant acknowledges and agrees that he or she has carefully considered the risk involved in participating in the Activities and that he or she has read, understood and agrees to being bound by the above terms and conditions. The Participant warrants that all information provided on this consent form is true and correct.

This consent form is signed as a deed poll in favour of Tennis Australia and is valid from the date of signing until the date the Participant no longer participates in the Activities or this consent is revoked in writing by notice to Tennis Australia.

PARENT/GUARDIAN AGREEMENT (required for all Participants under 18 years of age):

By agreeing to this consent form, you, as the parent/guardian of the Participant acknowledge and agree that you have carefully considered the risk involved for the Participant to participate in the Activities. You have read, understood and agree to the Participant being bound by the above terms and in consideration of the Participant being accepted to participate in the Activities and you give the same consents, release and indemnity as above. You warrant that all information provided on this consent form is true and correct.

This consent form is valid from the date of signing until the date the Participant no longer participates in the Activities or this consent is revoked in writing by notice to Tennis Australia.