

TENNIS VICTORIA REGIONAL TEAM EVENTS

Terms & Conditions

Conditions of the Participant's Participation in the Activity

As a parent/guardian of the Participant you give your consent for the Participant to participate in the Event on the conditions set out below and agree to those conditions on the Participant's behalf:

Consent To Participate and Risk Warning

You understand that the above event (Event) will involve physical activity and that as a result of participating in the Event there is risk of injury, and in rare or extreme cases, there is even a risk of serious injury or death. You consent to the Participant participating in the Event and you fully accept and agree to bear those risks on behalf of the Participant.

Declaration of Fitness to Participate

You declare that the Participant is medically and physically fit and able to participate in the Event. You will immediately notify Tennis Victoria of any change to the Participant's medical condition, fitness or ability to participate. You understand that Tennis Victoria will rely upon this declaration as the basis of the Participant's fitness and ability to participate.

Consent To Medical Treatment and Medical Transport

You authorise Tennis Victoria to collect, use and disclose the medical information provided on this Consent Form and the Medical Details Form for the purpose of obtaining any medical assistance, treatment, and transport for the Participant, as deemed reasonably necessary. You acknowledge and agree that you will be responsible for any costs associated with any such medical treatment and/or transportation.

Conduct Obligations

You acknowledge and agree that whilst the Participant is participating in Event, the Participant must comply with, and if you are attending or spectating at the Event you must also comply with, all [Tennis Australia National Policies](#) – including the Code of Behaviour.

You acknowledge that if you or the Participant breach any Tennis Australia National Policy, fail to follow any lawful instruction of Tennis Victoria or engage in any behaviour which, in the opinion of Tennis Victoria, has the potential to bring, or brings you, the Participant, Tennis Victoria, the Event or the sport of tennis into disrepute, Tennis Victoria may take action including, but not limited to suspending or dismissing the Participant from the Event; and/or not selecting the Participant for future tennis programs, tours, or teams.

Consent to use Image

You consent to Tennis Victoria and its government and commercial partners taking the Participant's image while the Participant is participating in the Event. You agree that any such photographs or video footage may be used by the above organisations in resources and reports, and in promotional, advertising or marketing materials, without any further notice or payment to you or the Participant.

Release and Indemnity

To the fullest extent permitted by law, you agree to release and discharge Tennis Victoria 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, you also agree to release, defend, hold, harmless and indemnify Tennis Victoria 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 Event.

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 Victoria is required to ensure that the recreational services Tennis Victoria supply 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, make known to Tennis Victoria; and might reasonably be expected to achieve any result the Participant has made known to Tennis Victoria.

Under [Section 22](#) of the [Australian Consumer Law and Fair Trading Act 2012](#), Tennis Victoria is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this waiver and release form, you will be agreeing that your rights to sue us 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 your rights, as set out in this form, does not apply if the Participant's death or injury is due to gross negligence on Tennis Victoria'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](#)