

UniSA Sport**MEMBERSHIP REGISTRATION TERMS AND CONDITIONS****MEMBERSHIP DECLARATION**

I hereby apply for membership of UniSA Sport.

In consideration of my application for membership being accepted I acknowledge and agree that:

IN THIS MEMBERSHIP DECLARATION:

- “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 UniSA Sport, a Club, the University or AUS under any right expressly conferred by its constitution or regulation
- “Club” means a registered member club of UniSA Sport. Where the context so permits, their respective directors, officers, members, servants or agents
- “UniSA Sport” means the unit within the University established to manage sport and recreation activities on its behalf. Where the context so permits, their respective directors, officers, members, servants or agents
- “UniSA Sport Activities” means performing or participating in any capacity in any authorised or recognised UniSA Sport activity endorsed by UniSA Sport
- “University” means the University of South Australia
- “AUS” means Australian University Sport Limited

IF MY APPLICATION FOR MEMBERSHIP IS ACCEPTED

I will be a member of UniSA Sport. I acknowledge my membership will be deemed to be accepted upon my participation in UniSA Sport activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of UniSA Sport, the Club of which I wish to become a member, the University or AUS.

WARNING

Sport and recreation activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during UniSA Sport activities including but not limited to physical exertion, contact with equipment, body contact, ground contact, playing conditions (including indoor and outdoor surfaces/venues), weather, game associated items and fixed periphery ground/court items. I acknowledge that accidents can and 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 UniSA Sport activities.

EXCLUSION OF IMPLIED TERMS

I acknowledge that where I am a consumer of sport and 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 UniSA Sport, Clubs, the University or AUS flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of UniSA Sport, Clubs, the University or AUS will, at the discretion of the relevant organisation, be limited to the resupply of the services or goods or payment of the cost of having the services or goods supplied again.

RELEASE AND INDEMNITY

In consideration of UniSA Sport accepting my application for membership, I:

- Release and will release UniSA Sport, Clubs, the University or AUS from all claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any UniSA Sport activities; and
- Indemnify and will keep indemnified UniSA Sport, Clubs, the University or AUS to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with my membership and/or participation in any UniSA Sport activities.

FITNESS TO PARTICIPATE

I declare that I am medically and physically fit and able to participate in any UniSA Sport activities. I will immediately notify UniSA Sport in writing through my Club of any change to my medical condition, fitness or ability to participate. I understand and accept that UniSA Sport, Clubs, the University or AUS will continue to rely upon this declaration as evidence of my fitness and ability to participate.

PRIVACY

I understand that the information I have provided on the registration form and overleaf/above is necessary for the objects of UniSA Sport, Clubs, the University or AUS. I acknowledge and agree that the information will be disclosed by my Club to UniSA Sport and will only be used for the objects of UniSA Sport, Clubs, the University or AUS general business and to provide me with membership services. I understand that I will be able to access the information through my Club. If the information is not provided my membership application may be rejected.

I acknowledge that UniSA Sport, Clubs, the University or AUS may also use my personal information for the purposes of providing me with promotional material from sponsors or third parties. I may advise UniSA Sport, the Club in which I am a member, the University or AUS if I do not wish to receive any sponsor or third party promotional material.

SEVERANCE

If any provision of this membership 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 membership declaration or affect the validity or enforceability of it in any other jurisdiction.

RIGHT TO USE IMAGE

I acknowledge and consent to photographs and electronic images being taken of me during my participation in any UniSA Sport activities. I acknowledge and agree that such photographs and electronic images are owned by UniSA Sport and that Clubs, the University or AUS may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to UniSA Sport, Clubs, the University or AUS using my name, image, likeness and also my performance in the UniSA Sport activities, at any time, by any form of media, to promote the UniSA Sport activities.

RIGHT TO USE EMAIL FOR UNISA SPORT PURPOSES

I acknowledge and consent to my email address, provided on the registration form being used for by UniSA Sport, Clubs, the University or AUS for the specific purpose of informing me of information related to UniSA Sport activities.

MEDICAL TREATMENT

I consent to receiving any medical treatment that UniSA Sport, Clubs, the University or AUS reasonably considers necessary or desirable for me during my participation in UniSA Sport activities. I also agree to reimburse the relevant organisation, director, officer, member, servant or agent for any costs or expenses incurred in providing me with medical treatment.

INSURANCE

I acknowledge that UniSA Sport members will be provided with insurance cover under the UniSA Sport Policy, provided that I am a current UniSA Sport member and satisfy one of the following categories:

- Currently enrolled UniSA student
- Current club member of a UniSA Sport Club

I acknowledge that details of the cover and a copy of the Insurance Policy Certificate of Currency can be obtained upon request from UniSA Sport. The policy does not provide cover for medical expenses incurred in Australia that are covered under Medicare or any private health cover, including Overseas Student Health Cover

I acknowledge that UniSA Sport recommend that I have my own private health insurance.

I acknowledge that in the occurrence of any incident including but not limited to property damage, personal injury or injury to a third party, an incident report must be completed as soon as possible.

AGREEMENT

I have provided the information as required on the registration form and have signed this declaration and the registration form. I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by UniSA Sport.

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

I consent to membership declaration

PARENT CONSENT IF UNDER 18

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

I am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the UniSA Sport activities. In consideration of the applicant's membership in UniSA Sport being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the direction of UniSA Sport and any regulations and policies made under it.

I consent to membership declaration on behalf of the applicant who is under 18 years of age