



Venue Beaumaris Lawn Tennis Club

CONDITIONS OF PARTICIPATION IN THE ACTIVITY:

Thank you for choosing to participate in the above activity which is jointly hosted by the Rotary Club Of Brighton, Brighton North Rotary and the Rotary Club of Southbank (together, the **Hosts**). By participating in the Activity, you agree to be bound by the following terms.

CONSENT TO PARTICIPATE AND RISK WARNING

You understand that tennis, like most sports, involves physical activity and as a result of participating in tennis there is risk of injury, and in rare or extreme cases, there is even a risk of serious injury or death. You consent to participate in the Activity. You acknowledge that you will be exposed to certain risks when participating in the Activity including but not limited to physical injury, death or property damage, and that you fully accept and agree to bear those risks. In the event, that the 'Big Serve Bayside' has to be cancelled for any reason, then you agree that, whilst you will be refunded your participation fee, the monies raised by your team will continue to go to the charities involved.

DECLARATION OF FITNESS TO PARTICIPATE

You declare that you are medically and physically fit and able to participate in the Activity. You will immediately notify either of the Hosts of any change to your medical condition, fitness or ability to participate. You understand that the Hosts will rely upon this declaration as the basis of your fitness and ability to participate.

CONSENT TO MEDICAL TREATMENT AND MEDICAL TRANSPORT

You authorise the Hosts to collect, use and disclose the medical information provided on this Consent Form for the purpose of obtaining any medical assistance, treatment and transport for you, 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 while participating in Activity, you must comply with all Tennis Australia national policies which can be obtained at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>; and follow any lawful instructions of the Hosts.

You acknowledge that if you breach those policies or fail to follow lawful instructions or engage in any behaviour which, in the opinion of a Host, has the potential to bring, or brings you, the Hosts, the Activity or the sport of tennis into disrepute, the Hosts may take action including, but not limited to suspending or dismissing you from the Activity.

CONSENT TO USE IMAGE

You consent to the Hosts and their government and commercial partners taking your image while participating in the Activity. 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.

RELEASE AND INDEMNITY

To the fullest extent permitted by law, you agree to release and discharge the Hosts and their directors, officers, employees, volunteers and agents from all liability in respect of any loss or damage you may suffer. Without limiting the foregoing, you also agree to release, defend, hold, harmless and indemnify the Hosts and their 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 your participation in the Activity.

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 the Hosts are required to ensure that the recreational services the Hosts supply 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 Hosts; and might reasonably be expected to achieve any result you have made known to the Hosts. Under [section 22](#) of the [Australian Consumer Law and Fair Trading Act 2012](#), the Hosts are entitled to ask you to agree that these statutory guarantees do not apply to you. By agreeing to 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 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 above, does not apply if your death or injury is due to gross negligence on the Hosts' 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 **PRIVACY SECTION** [Consumer Law and Fair Trading Regulations 2012](#) and [section 22\(3\)\(b\)](#) of the [Australian Consumer Law and Fair Trading Act 2012](#)

You consent to the collection, storage, use and disclosure of your personal information in accordance with the tennis [privacy policy](#), which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.