



Multisport Training Session

Waiver/Declaration

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS. UPON AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS WAIVER AND DECLARATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS

As parent or guardian of the Participant you apply, on behalf of the Participant, for the Participant to participate in a Northern Suburbs Triathlon Club (NSTC) Multisport Training Session. In consideration of this application being accepted, you and the Participant acknowledge and agree to the terms and conditions below. You agree to these terms and conditions on your own behalf and on behalf of the Participant.

Definitions

1) In this application and declaration:

a. "Affiliated Club" has the same meaning as in the Triathlon Australia Constitution and where the context permits, the Affiliated Club in which the Participant applies to become a member.

b. "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Triathlon Activities, but does not include:

i. a claim against Triathlon Australia by any person expressly entitled to make a claim under a Triathlon Australia insurance policy; or

ii. a claim against Triathlon Australia under any right expressly conferred by its Constitution or regulations.

c. "Participant" means the person who will participate in the NSTC Multisport Training Session as indicated in the online application form;

d. "STTA" refers to a State and Territory Triathlon Association and has the same meaning as in the Triathlon Australia Constitution.

e. "Triathlon Training Activities" means performing or participating in any capacity in any authorised or recognised Triathlon Organisation activity including but not limited to the NSTC multisport training sessions.

f. "Triathlon Australia" means Triathlon Australia Limited ACN 007 356 907.

g. "Triathlon Organisation" means and includes Triathlon Australia, the STTAs and the Affiliated Clubs and where the context so permits, their respective directors, officers, members, servants or agents.

h. "NSTC Multisport Training Session" includes but is not limited to programs developed by NSTC to provide adults and children with the opportunity to engage in NSTC organised Triathlon Training Activities and develop skills relevant to Triathlon Training Activities.

Rules of participation

2) This declaration and any other terms and conditions for the NSTC Multisport Training Session comprise a contract between you (on behalf of the Participant) and the Triathlon Organisations which is necessary and reasonable for promoting and conducting the NSTC Multisport Training Session and the Participant's engagement in the Triathlon Training Activities.

3) You acknowledge this application to participate in a NSTC Multisport Training Session will be accepted upon completion of the entry form by you (and the Participant) and will be bound by such rules, terms and conditions as may be imposed by the Triathlon Organisations with respect to the conduct and management of the NSTC Multisport Training Session, including but not limited to competition rules and all relevant rules, regulations, policies and codes of conduct of the Triathlon Organisations, as amended from time to time. You agree that you and the Participant will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of the Triathlon Organisations. You agree that you and the Participant will follow any rules and/or directions set by Triathlon Australia or any relevant STTA or Affiliated Club in connection with the NSTC Multisport Training Session and understand that if you or the Participant fail to comply with any such rules or directions you will not be permitted to participate or to continue to participate in the NSTC Multisport Training Session and no refund will be given.

Risk Warning

4) Participation in the recreational activities supplied by the Triathlon Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to the Participant undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition the Participant may have.

5) By agreeing to these terms and conditions, you acknowledge, agree, and understand that participation in the recreational services provided by the Triathlon Organisations may involve risk. You agree and undertake any such risk voluntarily and at your and the Participant's own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

Waiver

6) A supplier of recreational services or recreational activities can ask you and the Participant to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).

7) By agreeing to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities undertaken because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

8) By agreeing to these terms and conditions, you agree that the liability of the Triathlon Organisations in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities, for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to the Participant or the community; or
 - ii. that may result in harm or disadvantage to the Participant or the community, that may be suffered by the Participant resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Release and indemnity

9) In consideration of the relevant Triathlon Organisations accepting this application, to the extent permitted by law, you:

- a. release and will release the Triathlon Organisations from all Claims that you (or the Participant) may have or may have had but for this release arising from or in connection with the membership or participation in the NSTC Multisport Training Session; and
- b. release and indemnify the Triathlon Organisations against any Claim which may be made by you or on the Participant's behalf for or in respect of or arising out of the Participant's death whether caused by the negligence or breach of contract by any Triathlon Organisation or in any other manner whatsoever; and
- c. indemnify and will keep indemnified the Triathlon Organisations to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with the Participant's membership or his/her participation in the any Triathlon Activities;
 - ii. against any Triathlon Organisation in respect of any injury, loss or damage arising out of or in connection with the Participant's failure to comply with Triathlon Organisation's rules and/or directions,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of a Triathlon Organisation.

Bar to Proceedings

10) You acknowledge that the Triathlon Organisations may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or on behalf of the Participant or by any person claiming through you or the Participant. Where you commence proceedings against any Triathlon Organisation, you:

- a. will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
- b. waive any right to object to the exercise of such jurisdiction;
- c. will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by any Triathlon Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by any Triathlon Organisation to remove the proceedings to the jurisdiction in which any incident occurs;
- d. will pay the costs of any application made by any Triathlon Organisation under paragraph 10(c) and will consent to any application for security of costs made at any time by any Triathlon Organisation; and
- e. consent to paying any Triathlon Organisations' legal defence costs of the proceedings (on a solicitor client basis) where any Triathlon Organisation successfully defends the proceedings.

Insurance

11) Insurance is in place that may provide limited cover to the Participant whilst participating in the NSTC Multisport Training Session or in other Triathlon Training Activities. You understand that this insurance may not cover the Participant for all injury, loss or damage sustained by him/her and you acknowledge that the Triathlon Organisations do not make any representations about the suitability of any insurance. You also understand you can, in the interests of the Participant and at your own expense, seek and obtain personal insurances over and above any cover that may be provided by the Triathlon Organisations.

Fitness to Participate

12) You declare that the Participant is medically and physically fit and able to participate in the NSTC Multisport Training Session and the Triathlon Training Activities. The Participant is not and must not be a danger to him/herself or to the health and safety of others. You will immediately notify the Triathlon Organisations in writing of any change to the Participant's medical condition, fitness and ability to participate. You understand and accept that the Triathlon Organisations will continue to rely upon this declaration as evidence of the Participant's fitness and ability to participate in NSTC Multisport Training Session and the Triathlon Training Activities. You or the Participant will report to the relevant Triathlon Organisations any accidents, injuries, loss or damage suffered by the Participant during the NSTC Multisport Training Session or any Triathlon Training Activities before the Participant leaves any relevant venue.

Medical Treatment

13) You consent to the Participant receiving any medical treatment that a Triathlon Organisation reasonably considers necessary or desirable for him/her during participation in the NSTC Multisport Training Session and any Triathlon Training Activities. You also agree to reimburse the relevant Triathlon Organisation for any costs or expenses incurred in providing the Participant with medical treatment.

Exclusion of Applicant

14) You warrant that the Participant has not at any time been excluded from Triathlon Activities by a medical practitioner or any person or entity including but not limited to Triathlon Australia and its constituent STTAs and Affiliated Clubs. You acknowledge and agree that the Triathlon Organisations may demand a medical certificate or opinion as to the Participant's fitness from a qualified medical practitioner PRIOR to him/her undertaking the NSTC Multisport Training Session or any Triathlon Training Activities.

Safety

15) You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during the NSTC Multisport Training Session or any Triathlon Training Activity, and you accept full responsibility for any injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

Prevailing conditions

16) The NSTC Multisport Training Session and other Triathlon Training Activities and the conduct of, and participation in them may be affected by weather and associated conditions. Given there is often an element of "luck of the prevailing conditions" in participating in Triathlon Training Activities you acknowledge and agree organisers cannot control the weather and associated conditions. You accept that in the event of extreme weather conditions the Triathlon Organisation reserves the right to alter the format of, shorten, or cancel the NSTC Multisport Training Session or Triathlon Training Activities in the interest of competitor safety. You acknowledge that the Triathlon Organisation will use all reasonable efforts to conduct the NSTC Multisport Training Session and any Triathlon Training Activities in the planned format if safe to do so. Should prevailing weather conditions force any change you accept that the Triathlon Organisation is not obliged to provide you with any refund, or provide a credit or transfer you to another Triathlon Training Activity, nor to restage the NSTC Multisport Training Session or a Triathlon Training Activity, as weather and associated conditions are beyond the control of the Triathlon Organisations.

Right to Use Image

17) You acknowledge and consent to photographs and electronic images being taken of the Participant during his/her participation in the NSTC Multisport Training Session or a Triathlon Training Activity. You acknowledge and agree that such photographs and electronic images are owned by the Triathlon Organisations and that the Triathlon Organisations may use the photographs for promotional or other purposes without your or the Participant's further consent being necessary. Further, you consent to the Triathlon Organisations using the Participant's name, image, likeness and performance in the NSTC Multisport Training Session or Triathlon Training Activities, at any time, by any form of media, to promote Triathlon Training Activities or Triathlon Organisations.

Privacy

18) You understand that the personal information of the Participant provided in this application is collected, used and disclosed in accordance with the Privacy Policy of the relevant Triathlon Organisation (available from its website) and/or Triathlon Australia (available from <http://www.triathlon.org.au>). You acknowledge that the Participant's personal information may be used and disclosed by the holder of that information for the purposes of conducting and administering the NSTC Multisport Training Session, Triathlon Training Activities and other related activities across Australia, providing member services or promotional material, complying with legal obligations or otherwise in accordance with Triathlon Australia's or a Triathlon Organisation's Privacy Policy. The holder of the Participant's personal information may share that information with third parties such as other Triathlon Organisations however the Participant's personal information will not generally be disclosed to anyone outside Australia. You understand that Triathlon Australia's Privacy Policy contains information about how the Participant may access and request correction of his/her personal information held by Triathlon Australia or make a complaint about the handling of his/her personal information, and provides information about how a complaint will be dealt with by Triathlon Australia. You acknowledge that this application may be rejected if the information is not provided. If you or the Participant does not wish to receive promotional material from Triathlon Australia or a Triathlon Organisation or their sponsors and other third parties you must advise the relevant Triathlon Organisation in writing or via the opt-out procedures provided in the relevant communication.

Non transferable

19) The right to participate in a NSTC Multisport Training Session is non-transferable to other programs or to other people. Any attempt to transfer to another person without the knowledge of the Triathlon Organisation may result in the cancellation of any rights granted by the Triathlon Organisation without refund and the Participant may not be permitted to participate in further Triathlon Activities or programs. You also accept that fees paid for participation in the NSTC Multisport Training Session are non-refundable.

Entire Agreement

20) This agreement (and the documents to which it refers) constitute the entire agreement between the parties in respect of the NSTC Multisport Training Session and the Participant's engagement and supersedes all other agreements, understandings, representations and negotiations in relation to the NSTC Multisport Training Session and membership.

Severance

21) If any provision of this application and 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 application and declaration or affect the validity or enforceability of it in any other jurisdiction.

Governing Law

22) The governing law of this agreement is the law of the state of New South Wales ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

Warranty

23) You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you do amend it this application will be null and void and cannot be accepted by the Triathlon Organisation.

As parent or guardian of the Participant, you authorise and consent to him/her participating in the NSTC Multisport Training Session or Triathlon Training Activities. In consideration of this application being accepted, you expressly agree to be responsible for the Participant's behaviour and agree to accept in your capacity as parent or guardian, the terms set out in this application and declaration, including the provision by you of a release and indemnity in the terms set out above. Further, you have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.