

Touch Football Victoria - Winter 2011 Season PARTICIPANT DECLARATION

I.....[insert name] of.....[team name]
hereby apply to participate in the Competition of TFA. In consideration of my application being accepted I
acknowledge and agree that:

1. In this participant 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 a Touch Organisation under any right expressly conferred by its constitution or regulation; "**Competition**" means the 2011 Winter Touch season at venues owned and operated by TFA; "**TFA**" means the Touch Football Australia Incorporated and its successors and assigns; "**Touch Activities**" means performing or participating in any capacity in any authorised or recognised Touch Organisation activity including, but not limited to, a game of touch football; "**Touch Organisation**" means TFA and, where the context so permits, its respective directors, officers, members, servants or agents.

2. If my application for participation is accepted, which will be deemed to have occurred upon my participation in Touch Activities, I acknowledge that I will be bound by and agree to comply with the rules, regulations and policies of the Touch Organisation which relate to the Competition.

3. Warning: Touch Activities are inherently dangerous. I acknowledge that I am exposed to certain risks during Touch Activities and that accidents can and often 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 the Touch Activities.

4. Exclusion of Implied Terms: I acknowledge that where I am a consumer of 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 the Touch Organisation flowing from them, are expressly excluded to the extent possible by law, by this participant declaration. To the extent of any liability arising, the liability of the Touch Organisation will, at the discretion of the Touch Organisation, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again.

5. Release and Indemnity: In consideration of TFA accepting my application for participation, I, to the extent permitted by law:

- a) release and will release the Touch Organisation from all Claims that I may have or may have had but for this release arising from or in connection with my participation in any Touch Activities; and
- b) indemnify and will keep indemnified the Touch Organisation in respect of any Claim by any person arising as a result of or in connection with my participation in any Touch Activities.

6. Fitness to Participate: I declare that I am medically and physically fit and able to participate in the Touch Activities. I will immediately notify TFA in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Touch Organisation will continue to rely upon this declaration as evidence of my fitness and ability to participate.

7. Medical Treatment: I consent to receiving any medical treatment that a Touch Organisation reasonably considers necessary or desirable for me during my participation in Touch Activities. I also agree to reimburse the relevant Touch Organisation for any costs or expenses incurred in providing me with medical treatment.

8. Right to Use Image: I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Touch Activities. I acknowledge and agree that such photographs and electronic images are owned by TFA and that the Touch Organisation may use the photographs or electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to the Touch Organisation using my name, image, likeness and also my performance in the Touch Activities, at any time, by any form of media, to promote the Touch Activities.

Signed:

Date:

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9. Privacy: I understand that the information I have provided above is necessary for the objects of the Touch Organisation. I acknowledge and agree that the information will be disclosed to TFA and will only be used for the objects of the Touch Organisation, Touch Organisation general business and to provide me with services. I understand that I will be able to access the information through TFA. If the information is not provided, this application may be rejected. I acknowledge that the Touch Organisation may also use my personal information for the purposes of providing me with promotional material from Touch Organisation sponsors or third parties. I may advise TFA if I do not wish to receive from the Touch Organisation, any sponsor or third party promotional material.

10. Severance: If any provision of this participant 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 participant declaration or affect the validity or enforceability of it in any other jurisdiction.

11. I have provided the information required above and signed this declaration. I warrant that all information provided is true and correct. I acknowledge this participant declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by TFA.

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

Signed: Date:

Name:

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 Touch Activities. In consideration of the applicant's participation in the Competition 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 participant 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 I will be bound by and agree to comply with the rules, regulations and policies of the Touch Organisation which relate to the Competition.

Parent's signature: Date:
(where applicant under 18 years old)

Parent's name: