

## SPORTING COMPETITIONS TERMS AND CONDITIONS

### VENUESWEST

In these Terms and Conditions, "VenuesWest" means Western Australian Sports Centre Trust, trading as VenuesWest; and "management" means the management of VenuesWest; and "loss or damages to property" includes economic, indirect and consequential loss.

### SPORTING COMPETITION NOMINATION ACKNOWLEDGEMENT

On payment of the required fees, I acknowledge that I, and my team, will be bound by the terms and conditions set out and referred to in this Sporting Competition: Team Nomination Form ("Agreement") and By-Laws. The by-laws are available on the venue website; these by-laws form part of the terms and conditions for Sporting Competitions and must be read in full and adhered to.

### FEE STRUCTURE

VenuesWest reserves the right to annually review and implement new fees and pricing structures.

### CHANGE OF DETAILS

Please provide VenuesWest with notice to any changes to your address, phone number, email address or player registration details.

### COMMUNICATIONS AND PRIVACY

I acknowledge that as a patron of VenuesWest, I may receive communications and marketing materials from VenuesWest. VenuesWest will not distribute any personal details to any third party without prior permission. See our Privacy Statement at [venueswest.wa.gov.au/privacy](http://venueswest.wa.gov.au/privacy)

### CONDITIONS OF ENTRY POLICY

All patrons must abide by VenuesWest's Conditions of Entry, available at reception on request.

### CHANGE OF SERVICE

VenuesWest reserves the right to alter and/or cancel any fixture, sporting competition or access to facility space due to the hosting of major events, maintenance, insufficient bookings etc. VenuesWest will notify you of any change to service.

### TERMS & CONDITIONS AND BY-LAWS

Terms and Conditions as the By-Laws may be varied at any stage and are subject to management approval.

### SIGNAGE

All signs posted in the venue should be considered part of the rules and regulations of the venue and therefore should be abided by.

### CANCELLATION OF THIS AGREEMENT

If at any stage during a Sporting Competition the Primary Team Contact cancels this Agreement all bonds are forfeited as per the By-Laws.

### LOST PROPERTY

All items found are placed in lost property for a period of one (1) month and if not claimed will be donated to charity after this time. Please note that VenuesWest takes no responsibility and bears no liability (in negligence or howsoever) for any lost or stolen items whilst members are in, on or using our facilities. Lost property enquiries are to be directed to reception.

### CAMERA AND MOBILE PHONE USE

The use of cameras and mobile phones in change rooms or toilets is strictly prohibited. To ensure privacy is maintained, the use of cameras, including mobile phones, is only permitted with immediate members of your group.

### PRIVATE BUSINESS

No private business may be conducted within VenuesWest's facilities and its surrounding grounds without written consent of VenuesWest.

### RIGHT OF ADMISSION

VenuesWest reserves the right to refuse admission to any person or to cancel this Agreement or persons participation in a team without warning due to inappropriate behaviour. Reasons for cancellation or suspension may include failure to comply with VenuesWest's Conditions of Entry or any reason that VenuesWest deems appropriate.

### INTERPRETATION OF RULES

Should any interpretation on construction of these rules and regulations arise, then the decision of management in relation to that question shall be final and no claim for compensation or damages or refund may be made by the patron against VenuesWest.

### RELEASE AND INDEMNITY

I acknowledge that physical activity in any sporting competition is or can be inherently, actually and / or potentially hazardous or dangerous and that mishaps, accidents and injury (including death) can occur owing to

poor physical fitness or condition, the acts or omissions of myself and/or others, equipment failure, wrong or poor technique, over-exertion or any other cause, whether foreseen or unforeseen.

If a person competing as part of this Agreement at the premises of VenuesWest pursuant to this Agreement is a minor, then I shall procure that person to abide by all terms and conditions of this Continuous Program Agreement as if that person were contractually bound to do so.

I hereby declare that all particulars and details I have provided to VenuesWest are true and correct. I warrant that the people participating as part of the VenuesWest Sporting Competition are in a good state of health, fitness and physical condition and that there is no medical or other reason whatsoever that could be regarded as a restriction upon or an impediment to their participation in the Sporting Competitions. I acknowledge and agree that during all such times as I am on the premises of VenuesWest or its surrounds that both my property and my person shall be at my own risk in every respect.

I hereby release, exclude and discharge VenuesWest and all employees, volunteers, agents and officers thereof from and against all past, current and future liability, in negligence or howsoever, arising from any injury, illness or death or loss of or damage to property occurring to or sustained by me or any person who is under my care and control whilst in, at or near the premises of VenuesWest. Further I shall not bring or assert or allow to be brought or asserted any claim, demand, cause of action, proceeding, action or the like against VenuesWest or any employee, volunteer, agent or officer thereof in contravention of the previous sentence.

I hereby indemnify and shall keep indemnified VenuesWest and its members, volunteers, agents, officers and employees ("those Indemnified") from, against and in respect to all loss, damage, costs, expenses, claims, demands, actions and liability (howsoever described) suffered, incurred or brought against any of those Indemnified arising from or relating to any:

- (a) injury, illness or death of myself or any minor or other person for whom I am responsible; or
- (b) loss of or damage (including economic, indirect or consequential loss) to property owned by me or anyone else (including any minor or other person for whom I am responsible) arising from, on account of or in connection with:
  - i. the use of any facilities or equipment of VenuesWest by me or any minor or other person for whom I am responsible; or
  - ii. this Agreement or any other requirements of VenuesWest, or any breach thereof by me or any minor or other person for whom I am responsible.