

TENNIS AUSTRALIA BALLKIDS PROGRAM

PARTICIPATION TERMS & CONDITIONS

Participation Terms & Conditions (For Applicants, Parents & Guardians)

CONSENT TO PARTICIPATE AND RISK WARNING

I consent to my child participating in the Tennis Australia Ballkids Program. I acknowledge that my child will be exposed to certain risks when participating in the Tennis Australia Ballkids Program including but not limited to physical injury, death or property damage. I acknowledge that participation in the Tennis Australia Ballkids Program is entirely at my child's own risk. I have voluntarily read and understood this risk warning and accept and assume the inherent risks in my child's participation in the Tennis Australia Ballkids Program.

DECLARATION OF FITNESS TO PARTICIPATE

I declare that my child is medically and physically fit and able to participate in the Tennis Australia Ballkids Program. I will immediately notify Tennis Australia of any change to my child's medical condition, fitness or ability to participate. I understand that Tennis Australia will rely upon this declaration as evidence of my child's fitness and ability to participate.

CONDUCT OBLIGATIONS

I acknowledge and agree that whilst my child is participating in Tennis Australia Ballkids Program, my child will be required to:

- (a) follow any lawful instructions or directions of Tennis Australia;
- (b) give 100% in all matches and training sessions and display fine sportsmanship at all times;
- (c) display courteous and ethical behaviour both on and off the court;
- (d) be available for medical/physiotherapy screenings;
- (e) be available for physical testing and technical analysis; and
- (f) Comply with the planned competition schedule as determined by Tennis Australia coaching staff.

I acknowledge that if my child engages in any behaviour which, in the opinion of Tennis Australia, has the potential to bring, or brings, my child, Tennis Australia, the sport of tennis into disrepute, Tennis Australia may take action including, but not limited to:

- (a) Suspending or dismissing my child from the Tennis Australia Ballkid Program; and
- (b) Not selecting my child for future Tennis Australia programs, tours, camps or teams.

CONSENT TO MEDICAL TREATMENT

I understand that tennis is a physical sport and that there is risk of injury involved in participating in the Tennis Australia Ballkid Program. I authorise any official from Tennis Australia to use and disclose my child's medical information and to obtain on my behalf and at my expense any medical assistance, treatment and transport as deemed reasonably necessary.

CONSENT TO USE IMAGE

In consideration of my child participating in the Tennis Australia Ballkid Program, I consent to Tennis Australia and its commercial partners, Member Associations and coach members, as well as media outlets at the discretion of Tennis Australia, recording, retaining and reproducing my child's image, name, likeness and voice by way of photographs, electronic images, sounds recordings and video

TRANSPORTATION

I agree to carry and accept all risks associated with any transportation of my child. To the fullest extent permitted by law, I release and agree to indemnify, defend and hold harmless TA and its directors, employees, officers, volunteers, servants and agents from and against any injury, loss, damage actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with any transportation.

RELEASE AND INDEMNITY

In consideration of my child participating in the Tennis Australia Ballkids Program, to the fullest extent permitted by law, I release and agree to, indemnify, defend and hold harmless Tennis Australia and its directors, employees, officers, volunteers, servants and agents from and against any injury, loss, damage actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with my child's participation in the Tennis Australia Ballkids Program.

NATIONAL POLICIES

I agree that my child and I will be bound by and comply with all Tennis Australia National Policies, as updated from time to time, and located at <http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>.

WARNING UNDER THE CONSUMER LAW

IF YOUR CHILD IS BASED IN VICTORIA

Under the Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Tennis Australia is required to ensure that the recreational services we supply to your child are rendered with due care and skill; and are reasonably fit for any purpose which your child, either expressly or by implication, make known to the us; and might reasonably be expected to achieve any result your child have made known to the us. Under [section 22](#) of the [Consumer Law and Fair Trading Act 2012](#), we are entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this waiver and release form, you will be agreeing that your rights to sue us under the [Consumer Law and Fair Trading Act 2012](#) if your child is 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 in this form, does not apply if your child's death or injury is due to gross negligence on our 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 [Consumer Law and Fair Trading Regulations 2012](#) and [section 22\(3\) \(b\)](#) of the [Consumer Law and Fair Trading Act 2012](#)

IF YOUR CHILD IS BASED IN SOUTH AUSTRALIA

Your rights:

Under sections 60 and 61 of the Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is—

A statutory guarantee that those services will be rendered with due care and skill; and

a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Tennis Australia for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

IF YOUR CHILD IS BASED IN ANOTHER STATE

WARNING: You acknowledge that your child participates in the Tennis Australia Ballkid Program at its own risk. If your child participates in the Tennis Australia Ballkid Program your rights to sue the supplier under the Consumer Law in the event your child is killed or injured because the Tennis Australia Ballkid Program was not supplied with due care and skill or was not reasonably fit for its purpose, are excluded, restricted or modified in the way set out in or on this form.

EXCLUSION OF GUARANTEES: The guarantees relating to the supply of services contained in Subdivision B of Division 1 of Part 3-2 of the Consumer Law are hereby expressly excluded in respect of the provision of recreational services.

NOTE: The change to your child's rights, as set out in or on this notice, does not apply if your child's death or injury is caused by reckless conduct on the supplier's part. "Reckless conduct" is defined in section 139A of the Competition and Consumer Act 2010.