

MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions must be read carefully. In consideration of your, or the person on whose behalf you are acting's, application for membership of HNSW, the Association Member and the Club being accepted you acknowledge and agree to the following terms and conditions:

1. **Definitions:** in these terms and conditions:

"Association Member" has the same meaning as in the HNSW Constitution and for the avoidance of doubt, is the Association upon which the Club is affiliated.

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

- (i) a claim against HNSW by any person expressly entitled to make a claim under a HNSW insurance policy; or
- (ii) a claim against HNSW under any right expressly conferred by its constitution or regulations.

"Club" has the same meaning as an "Affiliated Club" in the schedule to the HNSW Constitution and where the context permits, the Club in which you apply to become a member.

"HA" means Hockey Australia Limited (ABN 26 546 955 455).

"HNSW" means Hockey New South Wales Limited (ACN 104 263 381).

"Hockey Activities" means performing or participating in any capacity, including as a member, in any authorised or recognised Hockey Organisation activity.

"Hockey Organisation" means and includes HA, HNSW, the Association Member and the Club and where the context so permits, their respective directors, officers, members, servants or agents.

"You" includes, as the case may be:

- (i) you personally, if this application is lodged by you on your own behalf; or
- (ii) the person or persons on whose behalf you are lodging this membership application.

2. **Rules of membership and participation:** By agreeing to these terms and conditions, you will become a member of HNSW, the Association Member and the Club. You acknowledge, agree and consent to becoming a member of these Hockey Organisations. Upon becoming a member of HNSW, the relevant Hockey Organisations' constitutions will comprise a contract between you and the relevant Hockey Organisation and you will be bound by it and any by-laws, policies and codes of conduct made under it. You agree you are bound to each subsequent amended version of the Hockey Organisations' constitution, by-laws, policies and codes of conduct and are bound to each (as applicable) for the entirety of the duration of your period of membership of the Hockey Organisations. These include (but are not limited to) the HA Member Protection Policy, Anti-Doping Policy, Extreme Weather Guidelines, National Integrity (Match Fixing) Policy, International Travel Policy, Junior Hockey Policy, National Database Policy and Selection Policy (all of which are located [here](#)), the HNSW Media Guidelines, Code of Conduct Policy, Spectator Code of Behaviour Policy Guidelines, Player Suspension Policy, Privacy Policy, Sexual Relationships Policy, Smoking Policy Guidelines, Working with Children Policy Guidelines, Zero Tolerance Policy and Parent/Spectator Code of Conduct, State Championship Eligibility Policy, Selection Policy, Athlete Interstate Release Policy located [here](#) and any other policies as listed on those webpages from time to time. You shall submit to any disciplinary measures taken against you and shall take any appeals and litigation before the authorities provided for in the relevant constitutions and by-laws. You will pay on demand the prescribed or stated fees for the Hockey Activities and/or for affiliation with the relevant Hockey Organisation. Such fees may be notified to you verbally, in writing or by notice displayed in the relevant Hockey Organisation's premises.

3. **Risk Warning and Waiver:** Your participation in the recreational activities supplied by the Hockey Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Hockey Activities, including but not limited to falling on the ground, being hit by a hockey stick or a hockey ball, colliding with another player, umpire, official or spectator, hockey sticks colliding, crashing into or making contact with the goals or such other physical structure or piece of equipment in or around the playing area, illegal rough play, slipping or falling as a result of uneven or slippery playing surfaces, exposure to an outdoor environment and uncontrolled forces of nature, and accidents can and often do happen which may result in personal injury, death or property damage. Prior to 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 you may

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

4. **Waiver:** A supplier of recreational services or recreational activities can ask you 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).

If you agree 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 that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

5. **For recreational services or recreational activities to which the *Australian Consumer Law (Commonwealth)* applies:** By agreeing to these terms and conditions, you agree that the liability of the Hockey Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) for any:

- (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease; or
 - (iv) 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:
 - (A) that is or may be harmful or disadvantageous to you or the community; or
 - (B) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) 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.

For recreational services or recreational activities to which the *Australian Consumer Law (New South Wales)* applies: By agreeing to these terms and conditions, you agree that the liability of the Hockey 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 (as that term is defined in the *Civil Liability Act 2002* (NSW)) 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; or
- (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 you or the community;
 - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) 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.

6. **Release & Indemnity:** In consideration of the relevant Hockey Organisations accepting your membership application you, to the extent permitted by law:
- (i) release and forever discharge HNSW, the Association Member and the Club from all Claims that you may have or may have had but for this release arising from or in connection with your membership and/or your participation in the Hockey Activities;
 - (ii) release and indemnify HNSW, the Association Member and the Club against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by any Hockey Organisation or in any other manner whatsoever; and

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- (iii) indemnify and will keep indemnified and hold harmless HNSW, the Association Member and the Club to the extent permitted by law in respect of any Claim by any person:
- (A) arising as a result of or in connection with your membership or undertaking the Hockey Activities;
- and
- (B) against any Hockey Organisation in respect of any injury, loss or damage arising out of or in connection with your failure to comply with HNSW, the Association Member or the Club'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 Hockey Organisation.
7. **Insurance:** You acknowledge and agree that HNSW has arranged some limited insurance coverage through the HA national insurance program which may provide you with some protection for loss, damage or injury that you may suffer during your participation in Hockey Activities. However, you acknowledge and agree that any insurance taken out by HA or HNSW may not provide full indemnity for loss, damage or injury that you may suffer during your participation in Hockey Activities and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account HA and/or HNSW insurance arrangements and your own circumstances. Further details in relation to the HNSW insurance coverage can be found [here](#) and further details relating to the HA national insurance program can be found [here](#).
8. **Disclosure of Medical Conditions:** You warrant that prior to undertaking any Hockey Activities you:
- (i) are and must continue to be medically and physically fit and able to undertake and participate in the Hockey Activities;
- (ii) are not a danger to yourself or to the health and safety of others;
- (iii) have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
- (iv) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in a Hockey event, meet or competition including participating in Hockey Activities.
- You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that Hockey Organisations rely on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during any Hockey Activities to the Hockey Organisation conducting the relevant Hockey Activity before you leave any relevant venue.
9. **Consent to Medical Treatment:** If you suffer any injury or illness, you agree that a relevant Hockey Organisation may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse the relevant Hockey Organisation for any costs or expenses incurred in providing such medical treatment.
10. **Exclusion of Applicant:** You warrant that you have not at any time been excluded from Hockey Activities by a medical practitioner or any person or entity including but not limited to a Hockey Organisation. You acknowledge and agree that a Hockey Organisation may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking any Hockey Activities.
11. **Safety:** You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in Hockey Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by and/or directions of any Hockey Organisation in connection with any Hockey Activities. If you fail to comply with the rules and/or directions of any relevant Hockey Organisation, you will not be permitted to participate or to continue to participate in the Hockey Activities and no refund will be given.
12. **Prevailing conditions** - You acknowledge and agree that:
- (i) some Hockey Activities may be affected by the weather which may change without warning;
- and

- (ii) in such activities, there can be an element of the "luck of the prevailing conditions" when undertaking the Hockey Activities over which the Hockey Organisations have no control.
13. **Acceptance:** Performance of a Hockey Organisation's obligations under the contract may be effected by any one or more of the providers of the Hockey Activities either jointly or severally.
14. **Bar to proceedings:** A Hockey Organisation may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against a Hockey Organisation, you:
- (i) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
 - (ii) waive any right to object to the exercise of such jurisdiction;
 - (iii) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by a Hockey Organisation) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by a Hockey Organisation to remove the proceedings to the jurisdiction in which any incident occurs;
 - (iv) will pay the costs of any application made by any one or more Hockey Organisation under paragraph (iii) above and will consent to any application for security of costs made at any time by any one or more Hockey Organisation; and
 - (v) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of any Hockey Organisation where the Hockey Organisation(s) successfully defend the proceedings.
15. **Use of Image:** You acknowledge and consent to photographs and electronic images being taken of you during your participation in Hockey Activities. You acknowledge and agree that such photographs and electronic images are owned by the relevant Hockey Organisation and the Hockey Organisation may use the photographs for promotional or other purposes without your further consent being necessary.
16. **Privacy:** You understand that the personal information you have provided in your membership application is collected, used and disclosed in accordance with the privacy policy of HNSW (available [here](#)) and is necessary for the conduct and management of the Hockey Activities and other related activities across New South Wales and Australia by the Hockey Organisations. You acknowledge that each of the Hockey Organisations may use or disclose your personal information for the purposes of providing you with member services or promotional material; for direct marketing; or otherwise at the discretion of the relevant Hockey Organisation, including HA. HNSW or HA may share your information with third parties such as one or more of the other Hockey Organisations, affiliates and other organisations involved in Hockey Activities such as other HA member states, organisations involved in other related activities in New South Wales or Australia; companies engaged by HNSW or HA to carry out functions and activities on HNSW or HA's behalf including direct marketing; HNSW or HA's professional advisers, including HNSW or HA's accountants, auditors and lawyers and HNSW or HA's insurers; however your information is not generally disclosed to anyone outside Australia. In some circumstances, personal information may be disclosed outside of Australia. In such circumstances, Hockey NSW will use its best endeavours to ensure such parties are subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are suitably similar to the Australian Privacy Principles. HNSW or HA may publish your name and results from any event, meet or competition in official programs, newsletters and websites. You understand that if you wish to access and request correction of your personal information held by HNSW or HA, or make a complaint about the handling of your personal information, you should contact HNSW or HA. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from HNSW or HA's sponsors and third parties you must advise HNSW or HA in writing or via the opt-out procedures provided in the relevant communication. In relation to all collection, use and disclosure of personal information, HNSW seeks to comply, and HA must comply, with the provisions contained in the HNSW privacy policy available at [here](#).
17. **Non-transferable:** A right to be a member of HNSW (if granted) is non-transferable to other people. Any attempt to transfer to another person without the knowledge of HNSW, the Association Member or the Club may result in the cancellation of any rights granted by the Hockey Organisation without refund and you may not be permitted to participate in further Hockey Activities or programs. You also accept that fees paid for membership of HNSW are non-refundable.
18. **Entire agreement:** These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to the Hockey Activities and supersedes all other agreements, understandings and representations and negotiations with any Hockey



Organisation in relation to the Hockey Activities. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

19. **Governing Law:** The governing law of these terms and conditions is the law of the State of New South Wales. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of New South Wales and waive any right to object to the exercise of such jurisdiction.
20. **Warranty:** You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you amend this application it may be null and void and may not be accepted by the Hockey Organisation.
21. **Statement of Understanding:** You have read, or have had read to you the above conditions and having understood the same, you consent to the activities proposed.

In order to proceed, you must have read and agreed to these terms and conditions of membership. By ticking the box below, you agree that if your application for membership is accepted, you will be bound by these terms and conditions.

I agree that I have read, understood, acknowledge and agree to the terms and conditions of membership, both on my behalf and on behalf of any person for whom I am lodging this application.

If the applicant is under 18 years of age, the following must be agreed to by the applicant's parent or guardian:

I am the parent or guardian of the applicant, and authorise and consent to the applicant undertaking the Hockey Activities. I agree to accept in my capacity as parent or guardian, the terms set out in this membership application.

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