

## MEMBERSHIP APPLICATION AND DECLARATION - 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 the Entity and the Club and/or Centre being accepted you acknowledge and agree to the following terms and conditions:

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

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

"**Athletics Australia**" means Athletics Australia Limited (ACN 006 447 294).

"**Athletics Organisation**" means and includes the Entity and the Club, and where the context so permits, their respective directors, officers, members, servants or agents.

"**Centre**" means the member organisation (however defined in the Entity Constitution) for which you have applied to become a member in this membership application and to which these terms and conditions apply, such member centre being one of the entities listed in Annexure A to these terms and conditions.

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

- (i) a claim against Athletics Australia and the Entity by any person expressly entitled to make a claim under an Entity insurance policy; or
- (ii) a claim against Athletics Australia and the Entity under any right expressly conferred by its constitution or regulations.

"**Club**" means the member organisation (however defined in the Entity Constitution) for which you have applied to become a member in this membership application and to which these terms and conditions apply, such member club and/or Centre being one of the entities listed in Annexure A to these terms and conditions. All references to Club in this membership application shall be interpreted to refer to and include Clubs and Centres.

"**Entity**" means the entity applicable to You, as determined by and outlined in Schedule 1 and where the context so permits, its directors, officers, servants or agents.

"**You**" or "**you**" includes, as the case may be:

- (i) you personally, if this application is lodged by you on your own behalf; and/or
- (ii) each of the person or persons on whose behalf you are lodging this membership application; and/or
- (iii) where any of the above individuals are less than 18 years of age, each of their parents/guardians.

2. **Rules of membership and participation:** By agreeing to these terms and conditions, you will become a member of the nominated Club and the Entity. You acknowledge, agree and consent to becoming a member of these Athletics Organisations. Upon becoming a member of the Entity and the relevant Club, these terms and conditions and the relevant Athletics Organisations' constitutions will comprise a contract between you, the relevant Athletics Organisation and Athletics Australia and you will be bound by these terms and conditions and the relevant Athletics Organisation's constitution and any by-laws, policies and codes of conduct made under it, including but not limited to the Athletics Australia [National Integrity Framework](#). You agree to be bound by any rules, regulations, by-laws, policies and codes of conduct made by Athletics Australia and World Athletics. You agree you are bound to each subsequent amended version of the Athletics Organisations' constitution and of the by-laws, policies, codes of conduct and the National Integrity Framework referred to in this paragraph and are bound to each for the entirety of the duration of your period of membership of the Athletics Organisations. 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 Athletics Activities and/or for affiliation with the Entity and the Club. Such fees may be notified to you verbally, in writing or by notice displayed in the relevant Athletics Organisation's premises.

3. **Risk Warning and Waiver:** Your participation in the recreational activities supplied by the Athletics Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Athletics Activities, and accidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, the risks arising from or connected with the "prevailing conditions" referred to in paragraph 14 below. 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 Athletics 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 and for the purposes of the relevant legislation, including the *Civil Liability Act 2002* (NSW), *Civil Liability Act 2002* (WA) and *Civil Liability Act 2002* (Tas). This 'risk warning' is given by and on behalf of Athletics Australia and each of the entities, organisations and persons identified as the Athletics Organisations in paragraph 1 above.

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, or to whom the services or activities are supplied).

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, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out in the paragraphs below and in Schedule 2.

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 Athletics Australia and the Athletics 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 or any guarantee under the *Australian Consumer Law* that any services will be provided with due care and skill is hereby excluded.

6. **Release & Indemnity:** In consideration of the Athletics Organisations accepting your membership application you, to the extent permitted by law:

- (i) release and forever discharge Athletics Australia and the Athletics Organisations from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with you undertaking the Athletics Activities, whether caused by the negligence or breach of contract by Athletics Australia or the Athletics Organisations or in any other manner whatsoever; and
- (ii) release and indemnify Athletics Australia and the Athletics Organisations against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
  - (A) the negligence or breach of contract by the Athletics Australia or Athletics Organisations or in any other manner whatsoever; or
  - (B) any breach by you of the warranties given in paragraphs 9(i)-(iii),

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 Athletics Australia or the Athletics Organisations.

7. **Further Release and Indemnity:** In consideration of the Athletics Organisations accepting your membership application you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless Athletics Australia and the Athletics Organisations and in respect of any Claim by any person:

- (i) arising as a result of or in connection with you undertaking the Athletics Activities, whether caused by the negligence or breach of contract by Athletics Australia or the Athletics Organisations or in any other manner whatsoever; and
- (ii) against Athletics Australia or the Athletics Organisations in respect of any injury, loss or damage arising out of or in connection with your failure to comply with Athletics Australia or an Athletics Organisation's rules and/or directions or with any applicable public health or other COVID-19 directions or restrictions imposed by Athletics Australia or an Athletics Organisation, the Australian government or any State or Territory government or other relevant health authority, whether caused by the negligence or breach of contract by Athletics Australia or an Athletics Organisation or in any other manner whatsoever; or
- (iii) arising out of or connected with any breach by you of the warranties given in paragraphs 9(i)-(iii),

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 Athletics Australia or and Athletics Organisation.

8. **Insurance:** You acknowledge and agree that the Entity and/or the Club has arranged some limited insurance

coverage that may provide you with some protection for loss, damage or injury that you may suffer during your participation in Athletics Activities. However, you acknowledge and agree that any insurance taken out by the Entity or the Club may not provide full indemnity for loss, damage or injury that you may suffer during your participation in Athletics 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 the Entity and/or the Club's insurance arrangements and your own circumstances.

9. **Disclosure of Medical Conditions:** You warrant that prior to undertaking any Athletics Activities you:
- (i) are and must continue to be medically and physically fit and able to undertake and participate in the Athletics Activities;
  - (ii) are not a danger to yourself or to the health and safety of others; and
  - (iii) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in an athletics event, meet or competition including participating in Athletics 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 Athletics Australia and Athletics Organisations rely on information provided by you and that all such information is accurate and complete. You must inform the Athletics Organisations if any such medical or other condition arises after you agree to these terms and conditions and prior to undertaking the Athletics Activities. You agree to report any accidents, injuries, loss or damage you suffer during any Athletics Activities to the Athletics Organisation conducting the relevant Athletics Activity before you leave any relevant venue. You acknowledge that if any of the warranties you make under this paragraph 9, including those in subclauses (i)-(iii), can no longer be made by you on the date you undertake the Athletics Activities, you must inform the Athletics Organisations on arrival and before you participate in any Athletics Activity.
10. **Consent to Medical Treatment:** If you suffer any injury or illness, you agree that a relevant Athletics 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 Athletics Organisation for any costs or expenses incurred in providing such medical treatment.
11. **Exclusion of Applicant:** You warrant that you have not at any time been excluded from Athletics Activities by a medical practitioner or any person or entity including but not limited to an Athletics Organisation. You acknowledge and agree that an Athletics Organisation may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking any Athletics Activities.
12. **Safety:** You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in Athletics 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 Athletics Australia or any Athletics Organisation in connection with any Athletics Activities. If you fail to comply with the rules and/or directions of Athletics Australia and any relevant Athletics Organisation, you will not be permitted to participate or to continue to participate in the Athletics Activities and no refund will be given.
13. **Damage and Termination** - Where I am responsible for, and or cause, any deliberate or reckless damage to any property owned by the Entity, its suppliers or Athletics Australia, I agree to reimburse the Entity, its suppliers or Athletics Australia for the cost of the repair of, or the replacement of, that property of the Entity, its suppliers or Athletics Australia and acknowledge that the Athletics Organisation may terminate my registration on the basis of my causing damage.
- I understand that if I fail to abide by these Waiver Terms and/or any of the Entity or Athletics Australia Terms (or any parts or combination thereof), the Entity may cancel my registration with the Entity or Athletics Australia, subject to the relevant terms and principles of natural justice and procedural fairness.
14. **Prevailing conditions** - You acknowledge and agree that:
- (i) some Athletics 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 Athletics Activities over which the Athletics Organisations have no control.
15. **Athletics Activity done at your own Risk** - Undertaking the Athletics Activities carried on by an Athletics Organisation or organised by any of the Athletics Organisations may only be done on the distinct understanding that you are doing so entirely at your own risk.
16. **Acceptance:** Performance of an Athletics Organisation's obligations under the contract may be effected by any one or more of the providers of the Athletics Activities either jointly or severally.
17. **Bar to proceedings:** Athletics Australia or an Athletics 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 Athletics Australia or an Athletics Organisation, you:

- (i) will commence those proceedings in the courts of the state or territory where the Entity is located;
- (ii) waive any right to object to the exercise of such jurisdiction;
- (iii) will, where you seek to commence proceedings in another jurisdiction other than state or territory where the Entity is located, consent (if required by Athletics Australia or an Athletics Organisation) to move those proceedings to the state or territory where the Entity is located including consenting to any application made by Athletics Australia or an Athletics Organisation to remove the proceedings to the state or territory where the Entity is located;
- (iv) will pay the costs of any application made by Athletics Australia or any one or more Athletics Organisation under paragraph (iii) above and will consent to any application for security of costs made at any time by Athletics Australia or any one or more Athletics Organisation; and
- (v) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of Athletics Australia and any Athletics Organisation where Athletics Australia or the Athletics Organisation(s) successfully defend the proceedings.

18. **Use of Image:** You acknowledge and consent to photographs and electronic images being taken of you during your participation in Athletics Activities. You acknowledge and agree that such photographs and electronic images are owned by Athletics Australia or the relevant Athletics Organisation and Athletics Australia and the Athletics Organisation may use the photographs for promotional or other purposes without your further consent being necessary. Athletics Australia and the Athletics Organisation is not responsible for any images or likeness of me captured by persons who are not an official or endorsed representative of Athletics Australia or the Athletics Organisation
19. **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 the Entity (available from the applicable link outlined in Schedule 1) and is necessary for the conduct and management of the Athletics Activities and other related activities across and Australia by the Athletics Organisations. You acknowledge that each of the Athletics 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 Athletics Organisation, including the Entity. The Entity or the Club may share your information with third parties such as Athletics Australia, one or more of the other Athletics Organisations, affiliates and other organisations involved in Athletics Activities such as other athletics member states, organisations involved in other related activities in Australia; companies engaged by the Entity or the Club to carry out functions and activities on the Entity or Club's behalf including direct marketing; the Entity or the Club's professional advisers, including the Entity or the Club's accountants, auditors and lawyers and the Entity or the Club's insurers; however your information is not generally disclosed to anyone outside Australia. The Entity or the Club 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 the Entity or the Club, or make a complaint about the handling of your personal information, you should contact the Entity or the Club. 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 the Entity or the Club's sponsors and third parties you must advise the Entity or the Club in writing or via the opt-out procedures provided in the relevant communication.
20. **Non-transferable:** A right to be a member of the Entity or the Club (if granted) is non-transferable to other people. Any attempt to transfer to another person without the knowledge of the Entity or the Club may result in the cancellation of any rights granted by the Athletics Organisation without refund and you may not be permitted to participate in further Athletics Activities or programs. You also accept that fees paid for membership of the Entity or the Club are non-refundable.
21. **Entire agreement:** These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to the Athletics Activities and supersedes all other agreements, understandings and representations and negotiations with Athletics Australia or any Athletics Organisation in relation to the Athletics 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.
22. **Governing Law:** The governing law of these terms and conditions is the law of the state or territory where the Entity is located. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of the state or territory where the Entity is located and waive any right to object to the exercise of such jurisdiction.
23. **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 Athletics Organisation.
24. **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.

**PLEASE NOTE THE FOLLOWING:**

If the *Competition and Consumer Act 2010* (Cth) or applicable laws in the state or territory where Athletics Australia or the Entity is located operate so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, or the liability of Athletics Australia or the Athletics Organisations for failing to comply with a statutory guarantee under the *Australian Consumer Law* that services will be provided with due care and skill, then the liability of Athletics Australia and the Athletics Organisations for breach of the warranties or for the failure to comply is limited to:

- (i) the re-supply of the Athletics Activities and related activities; or
- (ii) the payment of the cost of having the Athletics Activities and related activities supplied again.

**MEMBERSHIP APPLICATION AND DECLARATION - TERMS AND CONDITIONS****SCHEDULE 1**

<b>If you are ordinarily resident in:</b>	<b>The Entity for the purposes of paragraph 1 of the terms and conditions is:</b>	<b>The Privacy Policy for the purposes of paragraph 19 is available here:</b>
Australian Capital Territory	Australian Capital Territory Athletics Association Incorporated (ABN 51 215 1230 626)	<a href="http://www.athleticsintheact.com.au/informationhub/laact-constitution-and-policies/">www.athleticsintheact.com.au/informationhub/laact-constitution-and-policies/</a>
Queensland	Queensland Athletic Association Limited (ABN 11 010 706 751)	<a href="http://www.athletics.com.au/about/constitution-policies/">www.athletics.com.au/about/constitution-policies/</a>
New South Wales	Athletics NSW Limited (ACN 072 450 296)	<a href="http://www.nswathletics.org.au/about/policies/">www.nswathletics.org.au/about/policies/</a>
Northern Territory	Northern Territory Athletic Incorporated (ABN 62 193 172 165)	<a href="http://www.ntathletics.org.au/links-forms/">www.ntathletics.org.au/links-forms/</a>
South Australia	Athletic Association of South Australia Incorporated (ABN 14 661 448 453)	<a href="http://www.athleticssa.com.au/about/constitution-and-policies/">www.athleticssa.com.au/about/constitution-and-policies/</a>
Tasmania	Athletics Tasmania Inc. (ABN 65 104 375 782)	<a href="http://www.tasathletics.org.au/about/at-documents/">www.tasathletics.org.au/about/at-documents/</a>
Victoria	Athletics Victoria Incorporated (ABN 47 382 664 821)	<a href="http://www.athsvic.org.au/about/av-rules-policies/">www.athsvic.org.au/about/av-rules-policies/</a>
Western Australia	Athletics West Ltd (ABN 21 643 480 460)	<a href="http://www.athleticswest.com.au/about/policies-reports/">www.athleticswest.com.au/about/policies-reports/</a>

## SCHEDULE 2

### **For recreational services and activities provided in the Australian Capital Territory, Queensland or Tasmania:**

For recreational services to which the Australian Consumer Law (Tasmania), the Australian Consumer Law (Queensland) or the Australian Consumer Law (Australian Capital Territory) applies: By accepting this form, you acknowledge that where you are 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. You acknowledge that these implied terms and rights and any liability of Athletics Australia and the Athletics Organisations flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of Athletics Australia and the Athletics Organisations will, at the discretion of Athletics Australia and the Athletics Organisations, 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. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

### **For recreational services and activities provided in New South Wales or Western Australia:**

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) or the Australian Consumer Law (Western Australia) applies: By accepting this form, You agree that the liability of Athletics Australia and the Athletics 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)*) or *Civil Liability Act 2002 (WA)*, as applicable) 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; and
- (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; or
  - (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 or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

### **For recreational services and activities provided in the Northern Territory:**

For recreational services to which the Australian Consumer Law (Northern Territory) applies: By accepting these terms and conditions, you agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to you, and Athletics Australia and the Athletics Organisations incur no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By accepting this document, you acknowledge that you have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

### **For recreational services and activities provided in South Australia:**

For recreational services to which the Australian Consumer Law (South Australia) applies: Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services<sup>1</sup>), there is a:

- (a) statutory guarantee that those services will be rendered with due care and skill; and
- (b) 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
- (c) 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 (SA)*, 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 accept 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<sup>2</sup>.

Important: You do not have to agree to exclude, restrict or modify your rights by accepting 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 accepting this form. Even if you accept 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 Athletics Australia and the Athletics Organisations 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.

Definitions:

1. Recreational services are services that consist of participation in -
  - sporting activity or similar leisure-time pursuit; or
  - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

### **For recreational services and activities provided in Victoria:**

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and *Fair Trading Act 2012* are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.



In accordance with section 22 of the Australian Consumer Law and *Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's 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 Australian Consumer Law and *Fair Trading Regulations 2022* and section 22(3)(b) of the Australian Consumer Law and *Fair Trading Act 2012*.

**ANNEXURE A**

<b>Athletics ACT</b>		
ACT Masters Athletics Club	Euro Coast Athletics	South Canberra-Tuggeranong Athletics Club
ACT Para-Athletics Talent Squad Inc	Ginninderra Athletics Club	Southern Tablelands Athletics Club
Bega Valley Athletics Club	Goulburn Mulwaree Athletics	Weston Creek Athletics Club
Cooma Athletics Club	North Canberra-Gungahlin Athletics Club	Woden Athletics Club
Corroboree Athletics Club	Queanbeyan Athletics Club	
<b>Athletics New South Wales</b>		
SYDNEY STRIDERS ROAD RUNNERS CLUB INC.	CHERRYBROOK SENIOR & LITTLE ATHLETICS CENTRE INC.	EDGEWORTH AND DISTRICTS LA CENTRE INC
NSW MASTERS ATHLETICS INC.	BANKSTOWN SPORTS ATHLETICS CLUB	MACQUARIE HUNTER ATHLETICS INC.
MOSMAN ATHLETICS CLUB	SUTHERLAND DISTRICT ATHLETICS CLUB	KOTARA SOUTH ATHLETICS CLUB
ST IGNATIUS COLLEGE RIVERVIEW ATHLETICS CLUB	HILLS DISTRICT AMATEUR ATHLETICS CLUB	ADAMSTOWN NEW LAMBTON ATHLETICS CLUB
ATHLETICS BALMAIN ATHLETICS CLUB	WINSTON HILLS ATHLETICS	WALLSEND RSL ATHLETIC CLUB
THE SCOTS COLLEGE	GIRRAWEE ATHLETICS CLUB	NEWCASTLE FLYERS RUNNERS CLUB
SYDNEY FRONTRUNNERS	MOUNTIES ATHLETICS CLUB	NEWCASTLE RUNNERS
SYDNEY UNIVERSITY ATHLETICS CLUB	WESTFIELDS ATHLETICS CLUB INC.	NEWCASTLE VETERANS ATHLETICS CLUB
ATHLETICS EAST	ILLAWONG REVESBY WORKERS ATHLETICS	VICTORY RUNNERS
U.T.S. NORTHERN SUBURBS ATHLETIC CLUB INC.	BLACKTOWN CITY ATHLETICS CLUB INC.	OBERON DISTRICT ATHLETICS CLUB
RANDWICK BOTANY HARRIERS ATHLETICS CLUB	WOY WOY PENINSULA ATHLETICS	EAST MAITLAND ATHLETICS AND LITTLE ATHLETICS CLUB

RUN CREW	NEPEAN DISTRICT ATHLETIC CLUB	MACQUARIE HUNTER ATHLETICS INC.
NEWINGTON COLLEGE ATHLETICS CLUB	CAMPBELLTOWN COLLEGIANS ATHLETICS CLUB INC	MAITLAND SENIOR AND LITTLE ATHLETIC CLUB INC.
TRT RUNNING	GOSFORD ALLSTARS ATHLETICS	NOWRA ATHLETICS CLUB
UNIVERSITY OF NEW SOUTH WALES ATHLETICS CLUB	CAMDEN ATHLETICS CLUB	RAYMOND TERRACE ATHLETICS CENTRE
TRINITY ATHLETICS CLUB	HAWKESBURY CITY ATHLETICS CENTRE	SINGLETON TRACK AND FIELD CLUB
HOOKED ON RUNNING ATHLETICS INC	MINGARA REGIONAL ATHLETICS CLUB INC.	PORT STEPHENS ATHLETICS CLUB
CANTERBURY ATHLETICS CLUB	BLUE MOUNTAINS ATHLETICS CLUB / SPRINGWOOD	ST. GEORGES BASIN ATHLETICS CLUB
WOODSTOCK RUNNERS	WYONG ATHLETICS CENTRE INC	BATHURST ATHLETIC CLUB
RYDE ATHLETICS CENTRE INC - SENIOR DIVISION	ATHLETICS WOLLONGONG INC.	MUDGEES DISTRICT AMATEUR AND LITTLE ATHLETICS CLUB
SOUTH SYDNEY SENIOR ATHLETIC CLUB	KATOOMBA DISTRICT ATHLETICS CLUB	ORANGE LITTLE ATHLETICS CLUB
EPPING DISTRICT ATHLETICS CLUB INC.	KEMBLA JOGGERS INC.	ORANGE RUNNERS CLUB
SYDNEY ATHLETICS ACADEMY	ILLAWARRA BLUE STARS ATHLETICS CLUB	GLOUCESTER DISTRICT ATHLETICS CENTRE INC
SYDNEY PACIFIC ATHLETIC CLUB LTD	LAKE ILLAWARRA ATHLETICS ASSOCIATION	FORSTER TUNCURRY ATHLETICS CLUB
DELTA RUNNING PROJECT	WESTLAKES ATHLETIC CLUB INC.	TAREE ATHLETIC CLUB INC
WESTS TRACK & FIELD CLUB INC	EASTLAKES ATHLETICS CENTRE	HARRINGTON LITTLE ATHLETICS INC
HORNSBY DISTRICT LITTLE ATHLETICS CLUB INC	LITHGOW ATHLETICS CLUB	DUBBO ATHLETICS CLUB
ST. GEORGE DISTRICT ATHLETIC CLUB INC.	PARRAMATTA CITY ATHLETICS	
<b>Athletics Northern Territory</b>		
Alice Springs Athletics	Mature Athletes Darwin (MAD Frogs)	Alice Springs Running & Walking Club

Darwin Athletics Club (DAC)	Katherine Athletics Club (KAC)	Rapid Creek Track Club
Rural Athletics Centre (RAC)		
<b>Queensland Athletics</b>		
Ashgrove Rangers	Aspley Athletics	Athletics North
Bundaberg Athletics Club	Caboolture Athletics Club	Darling Downs Athletics
Deception Bay Athletics Club	EGAC (European Gold Athletics Club)	Fairholme Athletics Club
Gladstone Athletics Club	Fast Track Athletics	Gold Coast Athletics Inc
Gold Coast Victory Athletics	Gympie Amateur Athletics Club	Hervey Bay Athletics Club
Ignition Athletics Club	Intraining Running and Triathlon Club	Isis District Athletics Club
Jimboomba Athletics Club	Lockyer District Athletics Club	Maroochy Athletics Club
Maryborough Athletics Club	Mayne Harriers Athletics Club	Noosa Athletics Club
Nudgee Athletics Club	QEII Track Club	Queensland Masters Athletics Club
Queensland Race Walking Club	Redlands Athletics Club	Runaway Bay Athletics Club
Sheldon Academy of Sport	Thompson Estate Eastern Suburbs Athletic Club	Tigers Athletics Club
Toowong Harriers Athletics Club	UQ Athletics Club	University of the Sunshine Coast Athletics Club
<b>Athletics South Australia</b>		
Adelaide Harriers Athletic Club	Mt Barker District Athletics Club	South Coast Athletics Club
Adelaide University Athletics Club	Northern Districts Athletics Club	Southern Athletic Club
Coastal District Athletic Club	Pembroke Athletic Club	Tea Tree Gully Athletics Club
Enfield Harriers Athletic Club	Port Adelaide Athletics Club	United Collegians Athletics Club
Flinders Athletic Club	SA Masters Athletics Club	Western Athletics Club

Hills Districts Athletics Club	Saints Athletics Club	
<b>Athletics Tasmania</b>		
Eastern Suburbs Athletic Club	Sandy Bay Harrier Club	North West Athletic Club
Northern Suburbs Athletic Club	Newstead Athletics	Tasmanian Masters Athletics
OVA Southern Saints	North Launceston Athletic Club	University of Tasmania Athletics
<b>Athletics West</b>		
KINGSWAY ATHLETICS SENIOR CLUB	MANDURAH/ROCKINGHAM ATHLETIC CLUB	MASTERS ATHLETICS WA
MELVILLE ROAR ATHLETICS CLUB	NORTH BEACH ATHLETICS CLUB	PERTH TRACK AND FIELD CLUB
RIDGEWOOD ATHLETICS CENTRE	RUNETICS RUNNING CLUB INC	TRACKSTERS ATHLETICS CLUB
UWA ATHLETICS CLUB	WESTERN AUSTRALIA ATHLETICS OFFICIALS CLUB	WESTERN AUSTRALIAN THROWERS CLUB INC
WEST TRACK CLUB	ALBANY ATHLETICS CLUB INC	BUNBURY REGIONAL ATHLETICS CLUB
DENMARK RUNNING CLUB		
<b>Athletics Victoria</b>		
Albury Athletics	Mornington Peninsula Athletic Club	<b><i>Recreational Running Clubs</i></b>
Athletics Chilwell	Old Melburnians Athletic Club	<i>Bacchus Marsh Running Club</i>
Athletics Essendon	Old Scotch Athletic Club	<i>Crosbie Crew</i>
Athletics Nunawading	Old Xaverians Athletic Club	<i>Dandenongs Trail Runners</i>
Athletics South West	Preston Athletic Club	<i>Diamond Creek Runners</i>

Athletics Waverley	Richmond Harriers Athletic Club	<i>Gippsland Road Runners</i>
Ballarat Harriers Athletic Club	Ringwood Athletic Club	<i>Goldfields Trail Runners</i>
Ballarat YCW Harriers Athletic Club	Sandringham Athletic Club	<i>Hamilton Running Club Inc.</i>
Bellarine Athletics T & F Club	Shepparton Athletics	<i>Hobsons Bay Running Club</i>
Bendigo Harriers Athletic Club	South Bendigo Athletic Club	<i>Knox Road Runners</i>
Bendigo University Athletic Club	South Coast Athletics	<i>Lalor Running Club</i>
Box Hill Athletic Club	South Melbourne Athletic Club	<i>Langwarrin Running Club</i>
Brunswick Athletic Club	St Kevin's Amateur Athletic Club	<i>Lara Runners</i>
Casey Cardinia Athletics	St Stephens Harriers Athletic Club	<i>Macedon Ranges Running Club</i>
Coburg Harriers Athletic Club	Traralgon Harriers Athletic Club	<i>Mad Rabbit Crew</i>
Collingwood Harriers Athletic Club	Victorian Cross Country League	<i>Melbourne Frontrunners</i>
Corio Athletic Club	Wellington Athletic Club	<i>Melton City Runners</i>
Dandenong Springvale Athletics	Wendouree Athletic Club	<i>Mordialloc Social Running Club</i>
Deakin Athletic Club	Western Athletics	<i>Northern Runners Incorporated</i>
Diamond Valley Athletic Club	Williamstown Athletic Club	<i>Point Cook Runners</i>
Doncaster Athletic Club	Whittlesea City Athletics Club	<i>Raring2Run</i>
Eaglehawk Athletic Club	Wodonga Athletic Club	<i>Red and Black Running Incorporated</i>
Eureka Athletic Club	Wyndham Track and Field Club	<i>Running in the Burbs</i>
Frankston Athletic Club	Yarra Ranges Athletics	<i>Shepparton Runners Club</i>
Geelong Guild Athletic Club		

Gippsland Athletic Club		<i>SLACers Running Club</i>
Glenhuntly Athletic Club		<i>Stawell Amateur Athletic Club</i>
Ivanhoe Harriers Athletic Club		<i>Stawell and Ararat Cross Country Club</i>
Keilor St Bernards Athletic Club		<i>Surf Coast Trail Runners</i>
Knox Athletic Club		<i>The Melbourne Midday Milers Inc</i>
Maccabi Athletic Club		<i>TXR Runners</i>
Malvern Harriers Athletic Club		<i>Wangaratta Runners Inc</i>
Mansfield Athletic Club		<i>Warrnambool Athletics Club</i>
Melbourne University Athletics Club		<i>Westerfoldians</i>
Mentone Athletic Club		<i>WJR Latrobe</i>