

# Junior Rec Sport - Terms and Conditions

These terms and conditions relate to the Mildura Sporting Precinct Junior Rec Sport you are registering your Child in. Mildura Sporting Precinct is operated by Mildura Rural City Council (ABN 42 498 937 037), who owns and manages the Program. By accepting the terms and conditions below, you are entering into a legal agreement with Mildura Rural City Council, based on your Child's participation in the Program.

### 1. Program Enrolment

- a. I agree to enrol my Child with Mildura Sporting Precinct to provide services and sporting activities for my Child.
- b. I acknowledge that Mildura Rural City Council operates the Program at the venue known as Mildura Sporting Precinct, 684 Deakin Ave, Mildura, Victoria, 3500 (Venue).
- c. I give permission for my Child to participate in the Program activities organised by Mildura Sporting Precinct.
- d. I confirm that I have the lawful authority and capacity as the Child's legal Parent or Guardian to register my Child with Mildura Sporting Precinct to participate in the Program.
- e. I confirm that my Child has no medical condition or allergy limiting his/her ability to participate in the Program.
- f. I acknowledge that Mildura Sporting Precinct will not accept my Child at the Program if my Child is suffering from an infectious or contagious disease or in the opinion of Mildura Sporting Precinct staff is too unwell to attend the Program at the Venue.
- g. I acknowledge that to secure my Child's enrolment I will be required to make payment of the fees applicable to the program I am enrolling my Child in.
- h. I understand that if non-payment of fees occurs my Child's registration in the Program will be cancelled.
- i. I agree to inform Mildura Sporting Precinct staff if my Child will be absent from the Program and understand I will be charged for the session in accordance with the cancellation policy, or if I do not follow the cancellation procedures.
- j. I acknowledge that Mildura Rural City Council and Mildura Sporting Precinct may amend and update its policies, regulations or terms and conditions, including as detailed here, from time to time. I acknowledge that it is my responsibility to ensure that I am familiar with amended policies and procedures. I agree to comply with all amended policies, procedures and terms and conditions.

## 2. Parent/Guardian Responsibility

- a. I understand that I am required to be at the Venue to supervise my Child for the duration of the Program.
- b. I understand my Child will be under the direction of Umpires, as well as Mildura Sporting Precinct staff, when at the Venue.
- c. I understand that if my Child continues to demonstrate unacceptable behaviour at the Venue, I will be notified by Mildura Sporting Precinct staff and may be required to remove my Child from the Program.
- d. I understand that I am responsible to apply any sunscreen and provide any hat for my Child.
- e. I acknowledge that my Child may not be able to participate in outdoor activities unless I provide, and they wear a hat.



- f. I agree to ensure my Child has the sufficient required safety gear (mouthguard, helmet etc) for any programs containing physical contact. Mildura Sporting Precinct staff will strongly encourage all participants to use appropriate safety gear but are not responsible/liable if a child/parent chooses not to use them.
- g. I take full responsibility for my Child's belongings while they are at the Program.
- h. I will ensure that my Child upon arrival is signed in and when collected is signed out using Mildura Sporting Precinct processes. I acknowledge that my Child is not under the direct supervision of Mildura Sporting Precinct during this time and I am still required to remain at the Venue.

### 3. Photography/Video

a. You may be photographed or filmed by Mildura Rural City Council's official cameraman or Mildura Sporting Precinct staff for publications and publicity while participating at the Venue. Your Privacy is important to us, so please see a staff member if you do not wish to be filmed or photographed.

# 4. Medical Emergencies

- a. I understand that certain Mildura Sporting Precinct staff may able to provide basic first aid in the case of an injury, should I ask for assistance for myself or my Child.
- b. I give permission for and consent to my Child being given basic first aid treatment in the event of an accident, incident or illness when at the Venue.
- c. If I am unavailable in an emergency, I give permission and consent for my Child to leave the Venue where advised by Program staff, in the case of a medical emergency and/or emergency drills. I also give permission and consent for a Mildura Sporting Precinct staff member or a nominated supervisor to seek transportation of my Child by an ambulance if/as required.
- d. If I am unavailable in an emergency, I consent to Mildura Sporting Precinct staff releasing my Child into the care of a medical practitioner, ambulance service representative, hospital or other medical personnel as deemed necessary.
- e. I understand that the Mildura Rural City Council, Mildura Sporting Precinct, their officers, and game officials will not be liable in relation to any first aid assistance provided by them, except to the extent they have been grossly negligent or not acted in good faith.
- f. Where first aid assistance is requested, the person receiving the assistance or the parent/guardian of the person receiving the assistance, agrees to release the Council, Mildura Sporting Precinct, its officers, and program officials from all liability, except to the extent that they have been grossly negligent or not acted in good faith.
- g. I understand that injuries which have occurred during a program, should be reported to Mildura Sporting Precinct Staff for the filing of an incident report. The subsequent filing of an incident report becomes the Mildura Sporting Precinct record of the injury, which forms part of any injury claim should the need arise.

#### 5. Liability and Indemnity

- h. I understand that the nature of structured physical activity means that there are inherent risks of injury.
- i. I acknowledge that participants choose to engage in programming at Mildura Sporting Precinct at their own risk. Participants need to make their own separate insurance



- arrangements against the event that they injure themselves during a program and should consider taking out personal cover both medical and paramedical (AMBULANCE), as well as cover for their own financial position if injury would render them unable to work for an extended period.
- j. I indemnify Mildura Rural City Council, Mildura Sporting Precinct, its officers and program officials, against any costs, expenses or liability incurred as a result of any damage or injury caused by my Child to:
  - i. property at the Venues
  - ii. any other child and staff at the Program.
- k. Mildura Rural City Council, Mildura Sporting Precinct, its officers, and program officials do not accept any liability for any personal injury, property damage or loss sustained by a participant or spectator during the Program.
- I. By selecting "Yes" I acknowledge that I agree to the Terms and Conditions of Junior Rec Sport at Mildura Sporting Precinct

For further information please contact:

Mildura Sporting Precinct, 684 Deakin Ave, Mildura, Victoria, 3500

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