

SKATE VICTORIA TERMS AND CONDITIONS

Codes of Behaviour:

Members will conduct themselves and endeavour to ensure others in their company conduct themselves in a proper and reasonable manner and in accordance with Skate Victoria's Codes of Behaviour. Members agree to be bound by Skate Victoria's constitution, rules and by-laws and the conditions of entry into the venue and to submit themselves to the jurisdiction of Skate Victoria's Tribunal, Member Protection Policy and any other disciplinary forum connected with Skate Victoria.

For the purpose of the declaration in this form 'SV', its subsidiaries, its members (including Clubs) and their respective directors, officers, members, servants or agents RULES:

Members agree and acknowledge that the SV Constitution:

- (a) Constitutes a contract between themselves and SV. Members will be bound by and comply with the SV Constitution, SV Rules and Regulations (Bylaws) and any SV policies as well as the rules, regulations and policies of the relevant club;
- (b) Is made in the pursuit of common objects, namely the mutual and collective benefits, of SV, the members of SV (including themselves) and skating activities; and
- (c) Is necessary and reasonable for promoting the objects of SV and particularly the advancement and protection of skating activities.

Privacy Statement:

By applying to be a member, members acknowledge and agree that:

- (a) the information they have provided in the membership application form is necessary for the objects of SV;
- (b) the information provided on the membership application form will be used for the objects of SV and to provide services for members and for the purposes of registration, participation, team selection and insurance and it may be provided to SV, clubs and to its insurer; and
- (c) members information may also be shared with organizations associated with skating, including but not limited to the Australian Sports Commission and Australian Sports Anti Doping Agency.

If members do not provide the information they may not be registered as a member. SV will comply with the Privacy Act with respect to the collection, storage and security of member's personal details.

Risk Warning:

Skating activities can be inherently dangerous and serious accidents can and do happen. Members acknowledge that they are exposed to certain risks during skating activities including but not limited to falling, crashing into another person(s), being physically or mentally injured, impaired, maimed or killed and their property may be damaged lost or destroyed. Members declare that they have voluntarily read and understand this warning and accept and assume the inherent risks in skating activities.

Exclusion of Liability:

Members acknowledge that where they 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.

Members acknowledge that these implied terms and rights and any liability of SV (or any of its State Associations or clubs) flowing from them, are expressly excluded to the extent possible by law, by this membership declaration.

To the extent of any liability arising, the liability of SV (or any clubs) will, at the discretion of the SV (or any of its clubs), 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.

Release and Indemnity:

In consideration of SV accepting member application for membership.

Members, to the extent permitted by law:

1. Release and will release SV (and any of its State Associations or clubs) from all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses however arising, including but not limited to negligence, that members may have or may have had but for this release arising from or in connection with their membership and /or participation in any SV authorized or recognized activity; and
2. Indemnify and will keep indemnified SV (and any of its clubs) in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses by any person arising as a result of or in connection with member's membership and/or participation in any skating activities.
3. Members acknowledge and consent to photographs and electronic images being taken of them while participating in any event recognized or authorized by SV. Members acknowledge and agree that such photographs and electronic images are owned by SV and that SV may, in its sole discretion, use the photographs for promotional and other purposes without the member's further consent.
4. Members also consent to SV using their name, image, likeness and performance in SV skating activities at any time to promote aims that SV, in its sole discretion, shall determine.
5. Members acknowledge that SV cannot be responsible, and members agree not to attempt to hold SV liable, for any use of any image(s) that SV does not expressly authorize.

Refund Policy:

Skate Victoria Membership fees once paid and processed, are not refundable other than in exceptional circumstances.

Applications for refund must be made in writing to the SV Executive Officer, setting out the exceptional circumstances claimed.

All applications will be considered by the Executive Officer on a case-by-case basis and the Executive Officer's decision on each case will be final. General injury from roller derby training and competition is not considered exceptional circumstances.

Refund of membership fees will incur an administrative fee of \$20.00 (inclusive GST), which will be deducted before membership fees are refunded.

Pregnancy:

Members acknowledge and agree that:

- (a) as a registered member of SV, members are a competitor/official with SV and are bound by the rules and regulations of SV;
- (b) the rules and regulations of SV are made in the interest of the sport of skating, the players and officials and SV, including:
 - (i) Safety and protection of all players and officials;
 - (ii) fair treatment of all players; and
 - (iii) encouragement of safe and fair competition.
- (c) Skating activities are activities in which contact occurs between players and between players and officials. Accordingly there is a risk to the health and wellbeing of pregnant members and their unborn child by their participation in the sport whilst pregnant;
- (d) members will be bound by any rule or regulation of SV which is in operation from time to time in relation to pregnancy;
- (e) members:
 - (i) indemnify and will keep indemnified SV (and any of its State Associations or clubs) from and against any and all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses brought or commenced by any person at some time in the future in relation to any bodily injury, loss or damage which may have been sustained by a pregnant member or their unborn child in or while being present at any skating activities or SV authorized or organized activity; and
 - (ii) release SV (and any of its State Associations or clubs) from and against any and all actions, suits, proceedings, claims, demands, losses, damages, penalties, costs and expenses brought or commenced by the member in relation to any bodily injury, loss or damage which may have been sustained or incurred by the member as a result of their participation in any skating activities or their presence at any SV authorized or organized activity whilst they are pregnant.
- (f) Sports Medicine Australia considers contact sports and collision sports safe only in the first trimester of pregnancy; and
- (g) members have been advised that any insurance policy held by SV includes an exclusion clause in relation to any injury associated with pregnancy and childbirth.

Severability:

The provisions (or any part of a provision) of this membership declaration shall be deemed to be severable and the invalidity or enforceability of any provision or any part of a provision of this membership declaration shall not affect the validity of this membership declaration.