

Participation Agreement, Waiver and Publicity Release

Current as at 13/10/08

All participants must read and agree to all of the terms of entry prior to and as a condition of acceptance of entry into Perth Roller Derby. The participant acknowledges she or he has read and agrees to the terms and conditions set out herein prior to registering as a participant in any Perth Roller Derby event or activity.

This Agreement, Waiver and Release extends to and includes all activities conducted or organised by Perth Roller Derby, including but not limited to derby bouts, skating and fitness classes and travelling to and from training and events.

1. **Waiver for Participation in Roller Derby and Contract of Service with Perth Roller Derby (PRD)**

- 1.1. The participant acknowledges and agrees that roller derby is an “extreme sport” and as such, has inherent dangers and risks, including risk of injury or death to the participant. (Examples of particular risks include slipping, pushing, falling, sprains, broken bones, permanent paralysis, etc.)
- 1.2. The participant further acknowledges and agrees that, due to the nature of the activity, it would be unreasonable for PRD to be in any way responsible for injury to or death of the participant. The participant hereby, to the full extent permitted by law, waives all of her or his legal rights of action against PRD and fully releases PRD for injury or death howsoever arising out of or in relation to the participation by the participant in the activities conducted or organised by PRD on the part of the Association, its office bearers, employees or agents.
- 1.3. This waiver, release and discharge shall be and operate separately in favour of PRD and all shires, government departments, persons, corporations and bodies involved or otherwise engaged in promotion or staging any activity or event and the servants, agents, representatives and officers of any of them.
- 1.4. The participant further acknowledges and agrees that she or he has undertaken the activity freely, voluntarily and absolutely at her or his own risk and with a full appreciation of the nature and extent of all risks involved in the activity. This waiver shall bind the participant and her or his executors.
- 1.5. The participant has read and understands this waiver of the participant’s legal rights.

TRADE PRACTICES ACT (Commonwealth) 1974 – SECT 68B

Limitation of liability in relation to supply of recreational services

(1) A term of a contract for the supply by a corporation of recreational services is not void under section 68 by reason only that the term excludes, restricts or modifies, or has the effect of excluding, restricting or modifying:

(a) the application of section 74 to the supply of the recreational services under the contract; or

(b) the exercise of a right conferred by section 74 in relation to the supply of the recreational services under the contract; or

(c) any liability of the corporation for a breach of a warranty implied by section 74 in relation to the supply of the recreational services under the contract; so long as:

(d) the exclusion, restriction or modification is limited to liability for death or personal injury; and

(e) the contract was entered into after the commencement of this section.



2. The participant agrees:

- 2.1. to the terms and conditions contained in this waiver in consideration of and as a condition of acceptance of the participant's entry into any activity.
- 2.2. to comply with the Constitution and Code of Conduct stipulated by Perth Roller Derby.
- 2.3. that this agreement shall be construed in accordance with the laws of the Commonwealth of Australia and the State of Western Australia.

3. The participant acknowledges:

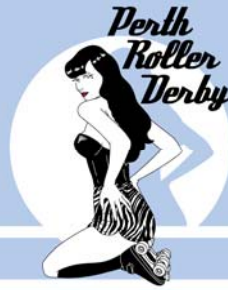
- 3.1. she or he must disclose all information requested in any participation agreements.
- 3.2. she or he has sole responsibility for the safety and security of the participant's athletic equipment and other personal belongings during any activities (namely skates, wrist guards, elbow and knee pads, helmet and mouthguard).
- 3.3. she or he has received advice that it is highly recommended to obtain private health insurance, in addition to the cover provided with SkateWA membership. The participant is aware that the Personal Accident insurance cover provided with SkateWA membership is not fully comprehensive.
- 3.4. the importance of instruction regarding activities and events and that she or he must obey these instructions.
- 3.5. she or he must not participate in any activities under the influence of alcohol or illegal drugs. If the participant is prescribed medication by a certified medical physician, which may impair judgment or affect her or his ability to participate in strenuous activity, they must seek medical consultation about their ability to participate in athletic activities, inform the coaches and team coordinators of Perth Roller Derby of the medical condition, and opt not to participate if there are risks to the participant's health or safety or the safety of other participants.
- 3.6. she or he must behave in a respectful manner to both persons and property when participating as a spectator and that behaviour which could potentially lead to intentional or unintentional bodily injury or damage to property will not be tolerated by Perth Roller Derby.
- 3.7. that additional rules and regulations stipulated by Perth Roller Derby (PRD) may be posted on the PRD website (<http://www.perthrollerderby.com.au>) or otherwise advised by PRD and are expressly incorporated in the terms and conditions of this agreement.

4. The participant warrants she or he is medically fit (physically and mentally) to participate in strenuous on-rink or off-rink activities, and the participant has not received medical advice to the contrary.

5. The participant hereby irrevocably consents to receive medical treatment that may be considered by Perth Roller Derby to be advisable or necessary in the event of injury, accident and/or illness during any and all activities.

6. Publicity Release

I hereby unconditionally assign to Perth Roller Derby (PRD) all right, title and interest I may have in any and all audio, audiovisual and photographic recordings of me in any events and grant to PRD permission to use, display, license, sell and publish or otherwise deal with the audio, audiovisual and photographic recordings of me, including for the purpose of advertising, promotion or otherwise. I further agree that any such recordings shall remain the property of PRD.



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and Publicity Release**

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I have read and understand this waiver of my legal rights. My membership of Perth Roller Derby is conditional to, among other things, my giving the waivers, agreements, acknowledgements, warranties, consents and releases in this document.

Participant's Full Name (please print): _____

Date of Birth: _____ Phone No: _____

Address: _____

Participant's Signature Date

Witness's Signature Witness's Committee Position