



# TERMS AND CONDITIONS OF TRAINING WITH PLAYNETBALL.COM

## WAIVER

### EXCLUSION AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

**DEFINITIONS: Indemnitees** Playnetball.com Ltd and any employees and volunteers undertaking activity on behalf of Playnetball.com Ltd.

**Indemnitor** The individual signing below, and his/her heirs, administrators, executors, and assigns.

**Facilities** Any premises and equipment utilised (whether free or paid for) by the Indemnitees and employees and volunteers acting on behalf of the Indemnitees.

**RELEASE AND EXCLUSION OF LIABILITY** - The Indemnitees exclude all liability and responsibility for and the Indemnitor hereby releases the Indemnitees from any liability and responsibility for:

- 1) Any loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, or loss or damages arising from or connected in any way to business interruption, and whether in tort, negligence, contract or otherwise);
- 2) Any loss or damage from illness, injury and/or death that arises out of, or is connected with, or in any manner relates to, Indemnitor's use of the Facilities and/or services provided at the Facilities.

## USE OF PARTICIPANT IMAGES & VIDEOS

During the course of training, activity photographs or videos may be taken for promotional and/or social media purposes not limited to Facebook, Twitter, Instagram, Flickr, Company websites and flyers. Unless the participant requests in advance of the photograph or video being taken that their image is not used for this purpose, consent is implied.

Indemnitor represents that:

- 1) I am 18 years of age or older.
- 2) I agree to abide by the Terms and Conditions and rules of the playnetball.com competition/league and understand that my place in the training be forfeited at the discretion of the management and without recourse to refund or compensation in accordance with the Terms and Conditions (as outlined on the website [www.playnetball.com](http://www.playnetball.com) and available on request)
- 3) I am submitting this release, exclusion of liability, and assumption of risk declaration voluntarily and of my own free will.
- 4) I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilise the Facilities and its services in a safe manner.
- 5) I understand and agree that it is my responsibility to assess the hazards presented by my use of the Facilities and services of the Facilities, and further agree that I am the ultimate judge as to whether I can use the Facilities and services without risk of harm to myself.
- 6) I understand and EXPRESSLY ASSUME all the dangers incident to using the Facilities and their services.
- 7) My use of the Facilities is entirely optional and my own free choice. If any part of this clause is held invalid, that invalidity will not affect other parts of this clause which can be given effect without the invalid part.

By signing in each week you are agreeing to these terms and conditions.