

TERMS & CONDITIONS OF MEMBERSHIP

HAWTHORN WEIGHTLIFTING CLUB

Upon application for membership, I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the Rules and/or applicable policies. I assume exclusive liability for the application and for the use that I shall make of the membership.

I declare:

- that I am aware of no reason why I should not be issued with the membership requested
- that I am not currently subject to a period of ineligibility imposed by any sporting organisation for an Anti-Doping Rule Violation
- I do not have any criminal charge pending before the courts
- I do not have any criminal convictions or findings of guilt for offences involving sexual activity, acts of indecency, child abuse or child pornography.
- To my knowledge there is no other matter that the HWC, HCYC or VWA may consider to constitute a risk to its members, employees, volunteers, athletes or reputation by accepting me
- I will notify a member of the Club Committee (listed on the website) immediately upon becoming aware that any of the matters set out in the aforementioned clauses has changed for whatever reason

In consideration of my application for membership being accepted I agree to the following terms and conditions:

1. Definitions

In this membership declaration:

- "**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a weightlifting organisation under any right expressly conferred by its constitution or regulation
- "**Weightlifting Activities**" means performing or participating in any capacity in any authorised or recognised weightlifting activity endorsed by Hawthorn Weightlifting Club, Victorian Weightlifting Association and/or Australian Weightlifting Federation
- "**Weightlifting Organisation**" means and includes VWA, AWF and where the context so permits, their respective directors, officers, members, servants or agents
- "**HWC**" means Hawthorn Weightlifting Club
- "**VWA**" means Victorian Weightlifting Association Incorporated
- "**HCYC**" mean Hawthorn Citizens Youth Club

2. Warning & Assumption of Risk

I acknowledge that the HWC is a supplier of recreational services and that weightlifting is a recreational endeavour involving physical activity. I acknowledge that weightlifting can be a dangerous activity and recognise that there are risks specifically associated with the activity, including but not limited to physical exertion and contact with weightlifting equipment. I accept all risks associated with the activity, including the possibility of injury, death, loss or damage of personal property.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during training and competition, and accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

I have voluntarily read and understood these terms and accept and assume the inherent risks in participating in weightlifting activities. I acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with any relevant legislation.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. 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** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in 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 2012* and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

3. Exclusion of Rights

By signing the membership form I agree that the liability of the HWC for any death or personal injury (as defined in the **Australian Consumer Law and Fair Trading Act 2012**) that may be suffered by me (or a person from whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

4. Release and Indemnity

In consideration of Hawthorn Weightlifting Club accepting my application for membership, I to the extent permitted by law:

- Release and will release HWC from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any weightlifting activities;
- Indemnify and will keep indemnified the Hawthorn Weightlifting Club to the extent permitted by law in respect of any Claim by any person:
 - arising as a result of or in connection with my membership and/or participation in any weightlifting activities.
 - against the weightlifting organisation in respect of any injury, loss or damage arising out of or in connection with my failure to comply with the weightlifting organisation's rules and/or directions as well as in connection with my failure to take due care or to comply with the laws of Victoria and Australia

save that the above releases and indemnities shall not apply to the extent that the injury, loss or damage that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Hawthorn Weightlifting Club

5. Disclosure

I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other conditions that may affect the risk that either I or any other person will suffer injury, loss or damage. I will immediately notify the HWC in writing of any change to my medical condition, fitness or ability to participate.

I acknowledge and agree that the HWC may demand a medical certificate or opinion as to my fitness from a qualified medical practitioner PRIOR to me undertaking any weightlifting activities.

I acknowledge that the HWC rely on information provided by me and declare that all such information is accurate and complete.

I agree to report any accidents, injuries, loss or damage that I suffer during any weightlifting activities to the HWC before I leave any relevant venue.

I declare that I am medically and physically fit and able to participate in weightlifting activities. I understand and accept that the weightlifting organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.

6. Medical Treatment

Upon suffering any injury or illness, I agree that the weightlifting organisation may provide evacuation, first aid and/or medical treatment at my expense. Acceptance of these terms constitutes my consent to such evacuation, first aid and/or medical treatment. I agree to reimburse the Hawthorn Weightlifting Club for any costs or expenses incurred by it, in providing me with medical treatment.

7. Insurance

I acknowledge that insurance cover is provided by the HWC through the Hawthorn Citizens Youth Club. I acknowledge and accept that this insurance cover may not provide full indemnity for loss, injury or damage that I may suffer during my participation in weightlifting activities, and that I may have to pay the excess if a claim is made on my behalf. I acknowledge and accept that it is my responsibility to satisfy myself as to the adequacy of the insurance cover provided. If I am unable to satisfy myself that adequate insurance has been arranged then it is my responsibility to arrange additional insurance cover to meet my requirements.

I acknowledge that the provision of insurance by the HWC is contingent upon my membership being accepted by the committee. I acknowledge that the HWC has the right to refuse my membership, in which case insurance cover will not be provided, and I will be required to provide evidence of appropriate insurance in order to participate in any weightlifting activities.

8. Right to Use Image

I acknowledge and consent to photographs and electronic images being taken of me by authorised personnel during my participation in any weightlifting activities. I acknowledge and agree that such photographs and electronic images are owned by the Hawthorn Weightlifting Club and that they may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the Hawthorn Weightlifting Club using my name, image, likeness and also my performance in weightlifting activities, at any time, by any form of media, to promote weightlifting activities. I acknowledge that if I do not wish to be photographed and/or recorded during participation in weightlifting activities, or have my image used by weightlifting organisations then I must notify the HWC organisation in writing prior to my participation in any weightlifting activities.

9. Privacy Statement

The HWC is committed to the protection and privacy of members' information. The HWC requires the information requested in the membership form in order to provide you with the membership services of the HWC. Any personal information provided will only be used in accordance with the objects and purposes of the HWC general business and to provide you with membership services. If the requested personal information is not provided you may not be able to receive the full benefits of membership of HWC. The HWC will not disclose any personally identifiable information obtained from you to other parties for purposes other than those stated above without your written consent, except in circumstances where disclosure is required to prevent a threat to health or life or is authorised by law or reasonably necessary to enforce the law. The HWC records member's personal information on a database protected by appropriate security protocols. The records of members who are accredited coaches or officials are also provided to the Australian Sports Commission for the purposes of administering these national accreditation schemes. Individuals will be able to access their personal information through the HWC upon reasonable notice.

I agree to have my name, year of birth and results published in official programs, newsletters and websites.

10. Severance

If any provision of this membership declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

11. Volunteerism

As a member of the Hawthorn Weightlifting Club, I acknowledged that the club functions as a volunteer based entity and as such, am required to assist as required at competitions and other club related events.

12. Child Safety Standards

HWC has adopted the child safe standards stipulated by the Victorian Weightlifting Association. I acknowledge that I have read, understood and am bound by the rules and regulations outlined in the VWA Child Safe Policy.

13. Coaching

In order to coach or offer coaching services as member at the club must offer the Coaching Application Form to the HWC Committee for approval. Included in the application is a character declaration.

14. Right of Refusal

The HWC Committee reserves the right to refuse any new or renewing membership or coaching applications on grounds listed, but not limited to the following.

HWC may refuse your membership if:

- It is deemed that the applicant poses a threat to any members or the reputation of the club
- The applicant holds a prior conviction for a violent or sexual criminal offence.
- The applicant has previously been reprimanded by the club or governing sporting association/federation.
- The applicant has formal complaints lodged against them by club members