

Terms & Conditions

3. In this 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 Western Province Touch under any right expressly conferred by its constitution or regulation;

"WP Touch" means Western Province Touch.

"Touch Activities" means performing or participating in any capacity in any authorised or recognised WP Touch Organisation activity including, but not limited to, a game of Touch and the Competition; and

"Touch Organisation" means WP Touch affiliated events and the Competition organisers and, where the context so permits, its respective directors, officers, members, servants or agents.

4. The Competition rules and this declaration comprise a contract between WP Touch, and me, which is necessary and reasonable for promoting touch.

5. If my application for membership and participation in touch is accepted, which will be deemed to have occurred upon my participation in Touch Activities or notification to me of such acceptance, I will be a member of WP Touch. I acknowledge that I will be bound by and agree to comply with the rules, regulations and policies of the WP Touch which relate to the Touch activities, which include but are not limited to, all relevant rules, regulations, policies and codes of conduct of WP Touch (copies of which can be provided on request), as amended from time to time. I agree that I will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and any appeal mechanisms of WP Touch or, where WP Touch determines it is appropriate, of the relevant Touch Organisation.

6. **Warning:** Touch Activities are inherently dangerous. I acknowledge that I am exposed to certain risks during Touch Activities including but not limited to being physically or mentally injured, impaired, maimed or killed and my property may be damaged, lost or destroyed. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Touch Activities.

7. **Exclusion of Implied Terms:** I acknowledge that where I am 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. I acknowledge that these implied terms and rights and any liability of the Touch Organisations flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of the Touch Organisations will, at the discretion of the Touch Organisations, 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.

Recreational services are services that consist of participation in— » a sporting activity or similar leisure-time pursuit; or » any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Personal injury is bodily injury and includes mental and nervous shock and death.

6. I am fully responsible for the security of my personal possessions and other valuable items at the Competition and while participating in Touch Football Activities. The Touch Organisations will not be liable for replacement of any personal possessions.

7. **Release and Indemnity:** In consideration the relevant Touch Organisations accepting my application for membership and participation, I, to the extent permitted by law:

1. release and will release the Touch Organisations from all Claims that I may have or may have had but for this release arising from or in connection with my membership or participation in the Competition or any Touch Football Activities; and
2. indemnify and will keep indemnified the Touch Organisations in respect of any Claim by any person arising as a result of or in connection with my membership or my participation in the Competition.

8. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in Touch Activities including the Competition. I will immediately notify WP Touch in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Touch Organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.

9. **Medical Treatment:** I consent to receiving any medical treatment that a Touch Organisation reasonably considers necessary or desirable for me as during my participation in Touch Activities. I also agree to reimburse the relevant Touch Organisation for any costs or expenses incurred in providing me with medical treatment.

10. **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in any Touch Activities. I acknowledge and agree that such photographs and electronic images are owned by the Touch Organisations and that they may use the photographs or electronic images for promotional or other purposes without my further consent being necessary. Further, I consent to the Touch Organisations using my name, image, likeness and also my performance in Competitions, at any time, by any form of media, to promote the Touch Organisations or Touch Activities.

11. **Privacy:** I understand that the information I have provided in my application is necessary for and the objects of the Touch Organisations. I acknowledge and agree that the information will be disclosed to third parties but will only be used for the objects of the Touch Organisations and to provide me with services. I understand that I will be able to access the information through the relevant Touch Organisation. If the information is not provided, this application may be rejected. I acknowledge that the Touch Organisations may also use my personal information for the purposes of providing me with promotional material from Touch Organisation sponsors or third parties. I may advise the relevant Touch Organisation if I do not wish to receive from the Touch Organisations any sponsor or third party promotional material.

12. **Severance:** If any provision of this 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 declaration or affect the validity or enforceability of it in any other jurisdiction.

13. I have provided the information required above and signed this declaration. I warrant that all information provided is true and correct. I acknowledge this application and declaration cannot be amended. If I do amend it my application will be null and void. WP Touch or any Touch Organisation cannot accept it.

14. **Constitution:** I agree to be bound by and to comply with the WP Touch constitution and any regulations and policies. I agree to the rules, terms and conditions as may be imposed by Touch Organisations with respect to any Touch Activities and the conduct and management of any Touch Events.