2022

South West Academy of Sport

Exclusion of Liability for Loss or Injury and Indemnity

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1. I hereby acknowledge and agree that the Academy (which term for the purposes of this clause shall severally and jointly mean and include the Academy, its members, employees, agents and/or contractors) shall not be held liable or deemed to be liable whether in contract or tort or pursuant to any statute for any injury, illness, loss, damage or costs of any nature occasioned to myself, my property or my parents which is sustained, arises out of or is in any way related directly or indirectly to my membership (including but not restricted to travelling, competitions, matches, practice, training or attendances at any functions) whether during the term of my membership or after the completion of my membership where such loss, injury or cost etc., is attributable to or arises out of an event or series of events which occurred during the period of my membership.

This exclusion of liability is also to relate to any medical and/or scientific examinations and tests conducted on me pursuant to the terms of my membership and also relates to any disciplinary action taken against me.

1. I hereby indemnify and will at all times hereafter sufficiently indemnify and keep indemnified the Academy from and against all actions, such causes of actions, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Academy or incurred or become payable by the Academy in connection with or arising out of any such loss, injury, illness, damage or other mishap occasioned to me or my property or to my parents relating in any way to my membership with the Academy or in relation to any disciplinary or other action taken against or directed at me.
2. I also hereby agree (without in any way imposing or attaching any liability or obligation on the Academy to do so) that the Academy may act as my agent in incurring such expenses as and/or in doing whatever is reasonably necessary for the benefit of me in connection with or arising out of any injury, illness, loss, damage or other mishap during the period of my membership.
3. That this agreement shall be governed by and construed in accordance with the laws of the State of Victoria.
4. That if my child is under the age of 18, I authorise the Academy to use their name and any photographs of them in relation to any promotional material they may from time to time including but not limited to press releases, Academy presentations and use on the South West Academy of Sport’s website and or social media.