



## NSW Police Games Term and Conditions

### **WARNING:**

This is a legal document that affects your rights. If you are uncertain about any terms in this document, you should obtain independent legal advice before signing.

These terms and conditions apply to all events conducted by NSW Police Games (NSW PG) and NSW Police Council of Sport (NSW PCoS) Inc. Please note that the NSW Police Games website may contain other terms and conditions that apply to the NSW Police Council of Sport Inc.

NSW Police Games may require you to sign this agreement on the date of the Event even though you have entered online.

By participating in the Event you will be assumed to have read and agreed to the terms and conditions set out on the NSW Police Games website and within the online registration system, whether you have signed this agreement or not.

If another person has entered you in the Event, that person is assumed to be your agent and that person has accepted on your behalf all the terms and conditions set out on the online registration system.

These terms and conditions are supplementary to the terms and conditions set out on the NSW Police Games online registration system.

### **I understand and agree:**

1. I will review all materials received, accurately complete and agree to the registration information, documents, and process, and obey all rules and policies.
2. My final acceptance and participation in the Event is contingent upon NSW Police Games receipt and review of all required information and forms, including this Form.
3. I am fully capable of participating without causing harm to myself or others. I further agree that participating in these activities may require extreme fitness and endurance and that I have the appropriate conditioning and fitness.
4. NSW PG contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the services and to conduct some of the activity's participants will engage in. I acknowledge that NSW PG does not supervise or control these independent contractors. In addition, it is accepted that activities take place on premises or at facilities not owned or controlled by NSW PG.
5. The information provided in this Form is not exhaustive, other unknown or unanticipated activities, inherent or other risks and outcomes may exist, and NSW PG

cannot assure my safety or eliminate all risks. NSW PG representatives are available should I have further questions about the activities or the associated risks.

6. I will respect the rights, dignity and worth of every individual at the event including participants, volunteers, and spectators. I will at all times act professionally and responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds but in particular based on sex, sexual orientation, ethnicity, religion, ability or performance.

7. I am voluntarily participating with knowledge of the risks.

8. Any dispute or claim/s I may have arising out of, relating to or in connection with this Form, my enrolment or participation in the activities, or any other aspect of my relationship with NSW PG shall be governed by the law of New South Wales, Australia.

9. Regarding my relationship with NSW PG, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than NSW PG in connection with these activities).

10. I authorise NSW PG staff, representatives, contractors or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree, to the release (to or by NSW PG, insurance carriers, other health care providers and their staff, representatives, or contractors) of any medical information or records necessary for treatment, referral, billing, or other purposes.

11. NSW PG reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, to issue special entries and/or to disqualify participant from the Event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If my entry application is denied or revoked, I agree that NSW PG is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that NSW PG denies or disqualifies the participant from the Event (either before or during the Event), NSW PG will not refund any entry fees where the participant has misrepresented their eligibility to participate in the Event at the time of entry or has breached any of the conditions of this Form. If I wish to withdraw from any NSW PG event, I must follow the specific cancellation instructions.

12. NSW PG, in its sole discretion, may delay, modify, or cancel the Event for any reason, including if it believes the conditions on the race day are unsafe. In the event the Event is delayed, modified, or cancelled, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of NSW PG,

there shall be no refund of NSW PG entry fee or any other costs incurred in connection with the Event.

13. I will immediately advise NSW PG or an Event Official (or another suitable Event official) if I believe or become aware that the racecourse, facilities, equipment, or areas to be used in the Event are unsafe.

14. My Event registration is not transferable to other people. Any attempt to transfer my entry or allow another person to participate under my name may result in cancellation without refund, insurance being deemed as void and disqualification from participating in future NSW PG events.

15. I grant to NSW PG, its affiliates, designees and assignees the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images shall be owned by NSW PG and I waive any inspection or approval rights. I understand and agree that my name, and race results will be available to the public during and after the Event.

16. I may receive a race timing chip and band at timed events run by NSW PG, which will remain the property of NSW PG. A recorded time is not guaranteed. The timing chip and band must be returned on the date of the Event at the designated area post finish line. Should I not return my timing band to NSW PG, I agree to pay \$150 to NSW PG within 14 days of the event.

17. NSW PG may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form.

18. This Form is effective regarding participant's enrolment or participation in the activities from the date signed through the completion of all activities, and this Form shall remain in full force and effect following completion of all activities.

19. I agree to provide the name and contact phone number of a person, who is not a participant in this event, who can be contacted in the event of an emergency, which person will be available during and after the event.

20. I am fully responsible for the security of my personal possessions at the Event and NSW PG will not be liable for the replacement of any personal possessions.

21. NSW PG is providing a recreational service within the meaning of the Australian Consumer Law and that (NSW PG) excludes any liability for the death, physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), the contraction, aggravation or acceleration of a disease, the coming into existence the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to a participant that is or may be harmful or disadvantageous to the participant or the community or may result in harm or disadvantage to the participant or the community.

22. I agree to undergo an integrity check to ascertain my suitability for / with the New South Wales Police Games and hereby consent to the Commissioner of Police (New South Wales Police Force) and / or his authorised agent conducting whatever enquiries are considered necessary by them and that after such enquiries to:

- Report on my character and / or reputation, and any known and / or suspected criminal and / or improper activity, and associates, antecedents, or circumstances of myself; and
- Provide an opinion on my suitability for the NSW Police Games, and
- I acknowledge that the integrity check conducted on me by the New South Wales Police Games may include checking relevant information about any person associated with my integrity check assessment.

***New South Wales:***

By agreeing to this form, you agree that the liability of NSW Police Games in relation to recreational services (as that terms is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) or dangerous recreational activity (Civil Liability Act 2002) (WA) for any:

- a) Death; or
- b) A physical or mental injury of an individual (including the aggravation, acceleration, or occurrence of such an injury of the individual); or
- c) The contraction, aggravation, or acceleration of a disease of an individual; or
- d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
- e) That is or may be harmful or disadvantageous to the individual or community, or
- f) That may result in harm or disadvantage to the individual or community other than that which was caused by reckless conduct.