

Play Athlete Football Academy Participant Terms and Conditions

By registering yourself/organisation, or your child (the *Player*) with Play Athlete Football Academy (ABN 44 515 220 297), using the Play Athlete Football Academy Registration System (*Registration System*)) or otherwise, you, the Player's parent, or legal guardian, agree that the following terms apply to you and the Player by participating in Play Athlete Football Academy Program's (the *Program*) or activities.

- 1. You warrant that the information that you have provided in order to register the Player/Organisation is current and correct.
- 2. You warrant that if you are registering on behalf of yourself or your child, you are permitted to do so and are equal to or above the age of eighteen at the time of registration.
- 3. You warrant that by registering for a Play Athlete Football Academy Program, this Terms and Conditions is valid for the duration of the year in which you have registered for a Play Athlete Football Academy Program, and that this is valid for any future programs or activities run by Play Athlete Football Academy Program, or by which Play Athlete Football Academy participants in, for a period of 12 months from the date of agreement to this Terms and Conditions.
- 4. You acknowledge and agree that you must pay the Program registration package fees of the program you will participate in via the Registration System or other specified methods.
- 5. You grant Play Athlete Football Academy, its staff and volunteers, authorisation to deliver first aid to, and (if reasonably required) call an ambulance for, the Player in the event of any personal injury during the Player's participation in Play Athlete Football Academy Program's and/or activities.
- 6. You agree that Play Athlete Football Academy can contact you or another related contact in the event of an emergency and you accept responsibility for associated costs as a result of treatment to you, your organisation or the Player. This includes transportation by ambulance, medical, dental, hospital, and/or other associated costs.
- 7. You agree that you are not granted rights to use Play Athlete Football Academy's logo, trademark or intellectual property, outside of the scope of Play Athlete Football Academy Program's, other than in circumstances whereby permission is granted by Play Athlete Football Academy to do so, such as when provided with an individually tailored exercise program.



- 8. You accept that Play Athlete Football Academy will not be liable to deliver additional sessions/events in the event of a cancelled activity (for any reason), or event, such as a holiday clinic or regular term session, and will not be liable to provide a refund for any cancelled events or sessions, including sessions/events that you choose not to participate in. Play Athlete Football Academy may endeavour to provide additional sessions, events or allocated additional training time, in the situation of cancelled sessions or events, at alternate dates, and you accept that in these situations, Play Athlete Football Academy will not be liable to provide a refund for any rescheduled session/event that you or the Player are unable to attend.
- 9. You acknowledge that you may be requested to purchase Play Athlete Football Academy uniform by a specified timeframe for a Play Athlete Football Academy Program, and that you agree to do so, under reasonable requests, at your own expense, and maintain, and wear this uniform correctly at Play Athlete Football Academy activities, particularly when representing Play Athlete Football Academy..
- 10. You acknowledge that Play Athlete Football Academy is entitled to grant vouchers for missed sessions, or for other business reasons, that can be redeemed for future Play Athlete Football Academy Programs, if any, and that this is entirely at the discretion of Play Athlete Football Academy.
- 11. You accept that no training sessions/events will occur on any training day that falls on a public holiday and that Play Athlete Football Academy will not be liable to provide an additional session or to compensate you in any form as a result of these sessions not existing.
- 12. You accept that you must abide by the Code of Conduct found on Play Athlete Football Academy's website at www.playathletefootballacademy.com.au and that failure to do so can result in Play Athlete Football Academy refusing you entry in to facilities and services. You accept that Play Athlete Football Academy holds final discretion to enforce the Code of Conduct and can action an immediate cancellation of your registration without a refund if it considers it appropriate.
- 13. You consent to Play Athlete Football Academy and its partners, representatives, agents, and assigns using, recording, reproducing, publishing and broadcasting the Player's Image obtained during the Program or associated activities. You understand that some of these assets may have longevity exceeding the Player's attendance at Play Athlete Football Academy. You understand that Play Athlete Football Academy has the right to use these assets on an ongoing basis and in accordance with the Privacy Policy, found on Play Athlete Football Academy's website at www.playathletefootballacademy.com.au, unless another agreement is confirmed.
- 14. You acknowledge that copyright and all associated rights in any recording, reproduction, publication or broadcast contemplated by Play Athlete Football Academy is owned by Play Athlete Football Academy, and you consent to Play Athlete Football Academy editing, producing, amending and adapting such material, and agree that you and the Player will not enforce any moral rights that you may have concerning such material.



- 15. You acknowledge and agree that there are inherent risks associated with participating in football and the Program/Activities (including any events Play Athlete Football Academy participants in/hosts) that may result in personal injury and you accept and agree to fully bear those risks.
- 16. You agree not to bring any claim or proceeding against Play Athlete Football Academy, and its partners (including each of their directors, officers, employees, agents, contractors, and assigns) at any time for any damage, loss, injury or liability that you/your organisation or the Player may suffer or incur in connection with or arising directly or indirectly out of your participation in Play Athlete Football Academy Program's and/or activities.
- 17. You acknowledge that Play Athlete Football Academy is not liable to you for any loss or damage you suffer as a result of the Program, or related activities that Play Athlete Football Academy participants in/hosts, being cancelled, postponed or altered.
- 18. You agree to indemnify Play Athlete Football Academy (including each of their directors, officers, employees, agents, contractors, and assigns) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by each of them arising out of the Player's/Organisation's participation in Play Athlete Football Academy Program's and/or activities.
- 19. You acknowledge that Play Athlete Football Academy may also seek to gather more detailed information about Players to adopt a more needs-based approach to the development of the Play Athlete Football Academy activities.
- 20. You acknowledge and agree that the registration is until the end of the Program in which you register for and that Play Athlete Football Academy may de-register you at any time by notice in person or in writing to the address or email address provided as part of your registration, including in the event that you breach these Terms or do not comply with its incorporated documents, such as the Code of Conduct, or the policies of any related activities that Play Athlete Football Academy Participants in/hosts.
- 21. You acknowledge that the personal information that Play Athlete Football Academy collects from you is used and disclosed for the purposes set out in our Privacy Policy, including processing your registration, the organisation, conduct and promotion of the Program, the provision of football-related information and offers from Play Athlete Football Academy, and information about our partners.
- 22. You acknowledge that Play Athlete Football Academy may use third parties to collect your personal information or give them your information to help us inform our programs and activities. You may request access to your personal information that Play Athlete Football Academy holds by sending an email to info@playathletefootballacademy.com.au.
- 23. You consent to the collection, use and disclosure of the Player's personal information for purposes relating to Play Athlete Football Academy operations. If you do not want to receive certain information from Play Athlete Football Academy, and their partners, you can request to opt out of such communications by sending an email to



<u>info@playathletefootballacademy.com.au</u> or following other specified opt-out options available.

24. You agree to abide by any reasonable policies of organisations that Play Athlete Football Academy engages with, such as activities involving competitions and tournaments that you or your child will/are participate/participating in.

By engaging in any form of business or personal (e.g., player scholarship) sponsorship arrangement with Play Athlete Football Academy, or similar, you acknowledge that the following terms apply to you.

- 25. You acknowledge that if you, or your child are a sponsored player with Play Athlete Football Academy, all above terms (1-24) remain applicable to you as a 'registered' participant.
- 26. You agree not to bring any claim or proceeding against Play Athlete Football Academy, and its partners (including each of their directors, officers, employees, agents, contractors, and assigns) at any time for any damage, loss, injury or liability that you may suffer or incur in connection with or arising directly or indirectly out of your engagement with Play Athlete Football Academy.
- 27. You acknowledge that Play Athlete Football Academy is not liable to you for any loss or damage you suffer as a result of the Program being cancelled, postponed or altered.
- 28. You agree to indemnify Play Athlete Football Academy (including each of their directors, officers, employees, agents, contractors, and assigns) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by each of them arising out of any agreement with Play Athlete Football Academy.
- 29. You agree to act in good faith with Play Athlete Football Academy and take every possible action to ensure any arrangement is maintained to its fullest capacity, wherever possible. This includes, and is not limited to, adhering to competition requirements that have been provided to you in relation to a Program/Activity that Play Athlete Football Academy attends/hosts.