

PREMIER SOCCER - PROGRAM Terms and conditions 2011-2012

GAME ON: School Holiday Program Consent Form

ACTIVITY: GAME ON school holiday program.

Purpose of the consent form:

This form is intended to ensure that you (the parent/guardian) provide informed consent for your child/children to participate in the activity organised by Premier Soccer, on the terms and conditions set out in this form. This form contains terms which are of legal force and effect and Premier Soccer asks that you read the form carefully and, if necessary, obtain your own advice on the effect of the form before signing it and being bound by it.

Effect of the consent form:

Without limiting the effect of the form, it provides in summary that;

1.You consent for your child/children to participate in the activity on the terms set out by Premier Soccer.

2.You agree for your child/children to participate at their sole risk.

3.If your child/children is injured or suffer loss during the activity you/they may not be able to take any action against Premier Soccer, its employees, volunteers, servants and agents. Participants suffering harm are presumed or you are presumed to be aware of obvious risks unless the participant/you prove, on balance of probability, they/you were not aware of such a risk. Premier Soccer has no liability for harm suffered from obvious risks of dangerous recreational activities. Further, Premier Soccer has no duty owed to participants engaged in recreational activity if they/you are warned of the risk involved

4.If your child/children cause injury or loss to a third party during the activity and the third party takes action against Premier Soccer, you agree to indemnify (reimburse) Premier Soccer for any cost or loss that Premier Soccer may incur as a result.

5.You authorise Premier Soccer, its employees and volunteers to organise and consent to any medical treatment that your child/children may require during the activity, at your own cost.

If the activity is physically demanding the following terms and conditions shall apply.

I am aware that the activity, in addition to the usual inherent damages has certain additional dangers and risks for my child/children which may include, but not limited to:

- Physical Exertion for which my child /children may not be prepared.
- Unfamiliarity in the correct use of equipment.

What you agree to:

I hereby agree for my child/children to participate in the activity on the terms and conditions set out in this form. I understand that these terms and conditions effect their/ my legal rights and obligations and that I have had adequate opportunity prior to signing this form to obtain independent legal and other advice on the effect of signing this form.

I understand and acknowledge that all children participating in the GAME ON Holiday Program must obey by the indoor stadium footwear requirements which stipulates that non-marking soled shoes must be worn and that inappropriate footwear (marking soled shoes) will result in my child/ren not participating in the program and that because I have been advised of these terms of attendance and the requirement of wearing non-marking soled shoes I am not able to request or obtain a refund. INAPPROPRIATE FOOTWEAR - Marking Soled shoes include: Dunlop volleys, school shoes, skateboarding shoes (ie Globes, Vans, Etnies etc), casual or slip on shoes, Converse "All Stars"/ Nike gym shoes/boots and or other branded versions of these styles. APPROPRIATE FOOTWEAR INCLUDE: basketball shoes, athletics shoes, running shoes, cross training shoes and specific Futsal indoor shoes.

I accept the inherent risk of GAME ON, on behalf of my child/children and possibility of injury, death, property damage or loss resulting there from. I acknowledge that whilst the (Premier Soccer) will make every reasonable effort to minimise exposure, not all dangers associated with GAME ON can be eliminated.

I hereby agree to indemnify (Premier Soccer) its Premier Soccer's, employees, volunteers, servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from my child/children participating in the activity directly related to my child's/children's negligent acts, errors or omission.

I further authorise the employees, volunteers, servants and agents of (Premier Soccer) who are to supervise the activity to obtain such urgent medical assistance and treatment, including the administration of a general anaesthetic and the giving of blood transfusions and other medical and hospital services as they may be advised are necessary and/or appropriate for my child/children and I further agree to pay the costs of such treatment.

In entering into this Agreement, I am not relying on any oral, written or visual representations or statements by (Premier Soccer) or its Premier Soccer's, employees, volunteers, servants and agents or any other inducement or coercion for my child/children to participate in the activity.

As the parent/guardian, I confirm that I have read and understand this Agreement prior to signing it and agree that this Agreement will be binding on my heirs, next of kin, executors, administrators and successors.

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the law of Victoria.

ALL PREMIER SOCCER PROGRAMS:

As the parent/guardian of my child/children whom I have registered to attend a Premier Soccer Program, acknowledge and agree to these terms and conditions.

All children attending the program must be registered by a parent or guardian by completing a registration form either a paper copy or online prior to the child's attendance at the program. Parents/guardians must sign child/children in and out of each day of each program attended.

It is mandatory that children wear shin pads whilst participating in the program and I understand that the child may be excluded from some activity/activities if shin pads are not worn. I understand that by my child not wearing the mandatory protective shin pads whilst taking part in the program it

will negate Premier Soccer Insurance coverage. I acknowledge and understand this activity involves some risk that children may sustain personal injury. I accept the inherent risk of my child/children attending the Premier Soccer Program, on behalf of my child and possibility of injury, death, property damage or loss resulting there from. I acknowledge that whilst Premier Soccer will make every reasonable effort to minimise exposure, not all dangers associated with Premier Soccer Programs can be eliminated.

I hereby agree to indemnify Premier Soccer, employees, volunteers, servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from my child participating in the activity directly related to my child's negligent acts, errors or omission.

Premier Soccer in accordance with the Behaviour Management Policy reserves the right to remove any child from the program where the child a) acts in such a way that threatens the physical and or emotional health of any child, staff member or themselves b) deliberately and repetitively does not follow instructions given by the Premier Soccer staff c) has a illness or other health related issue that may be dangerous to other children, staff members or themselves d) deliberately damages any property or belongings.

Premier Soccer reserves the right to cancel or reschedule the holiday program due to low registration numbers, inclement weather or any other circumstances beyond the control of Premier Soccer. In such circumstances Premier Soccer reserves the right to reschedule an alternative program utilising existing participants registration details or provide a refund (exclusive of booking fees). Refunds will not be given unless cancellation of registration is received 5 business working days prior to the program commencing (excluding booking fees) unless cancellation is due to medical reasons and in such case, a refund will be provided once a letter is received from the medical practitioner providing evidence of such.

I understand and agree that the information collected from my registration will be entered in the Premier Soccer database and maintained by Premier Soccer. I agree to receive relevant program information regarding upcoming Premier Soccer Programs and that my personal information will not be used or disclosed to any other party in accordance with Premier Soccer Privacy Policy.