

The Y- Learn to Skate session participation waiver

DECLARATION: I certify that I am medically fit and able to enter any activity being conducted. I also agree to indemnify and hold harmless any or all the parties involved in organising and or conducting the activities ("the parties") from all actions, claims, damages, expenses which I might otherwise have against any or all of the parties howsoever arising out of my participation in any activity. In the event of me sustaining injury while participating in any activity, I authorise the parties to seek whatever medical and like treatment they deem necessary and appropriate for me whereby I hereby agree to be liable for such treatment, or in the alternative, reimburse the parties for the cost of same. I acknowledge by signing this Entry Form, or a parent or guardian doing so on my behalf, I agree to be bound by all the conditions of the activity. Victorian Skateboard Association Membership: By entering this event you will automatically become a member of the Victorian Skateboard Association (VSA). By completing and signing this form, your details will be added to the VSA database and may receive updates from the VSA in relation to the Learn to Skate sessions series. Your membership to this important not-for-profit organisation is valued and we value your privacy.

Privacy Statement: The Y and VSA acknowledges and respects privacy of individuals. The information that is being collected on this document is for the purposes of processing your enrolment in a Y children's service, providing you with updated information and assisting us improve our services to you. The personal information collected is of the parents/ guardians and the child enrolled in the program. By completing this form, the Y accepts that the parents/ guardians of the child have consented for this information to be collected. The intended recipients of this information are the Y, VSA and its authorised staff, program sponsors and relevant Government authorities. You have the right to access and alter personal information concerning yourself or your child in accordance with the Commonwealth Privacy Act (Amended 2001) and Y Privacy Policy. As part of your enrolment with the Y, you will receive information from time to time regarding our programs and services. The Y may also provide promotional material from our strategic partners, or any other third party, if you do not wish to receive this information please tick the "OPT OUT" box below and return this to the Y. Your name will be removed from the mailing list within a reasonable period of time.

Right to Use Image: In participating in the Learn to Skate sessions events, I hereby grant permission to the Victorian Y, Community Programming Pty Ltd and partnering Local Government Authorities and program sponsors, the right to use my physical likeness without restriction in any promotion or promotional material created by or for the Y Skate Services programs or events. This includes photographs published to online social networking websites such as Facebook. I accept that no fee or remuneration will be provided for my appearance in any Y Skate Services Program related promotions, and grant unlimited use of my image for this purpose only.

'Event' refers to the Learn to Skate sessions which is are events organised by Y Victoria to be conducted in schools and skate parks across Australia. 'You' and 'Your' means the person named in the Event registration, who is participating in this event.

1. By completing your registration and ticking the box to accept the terms and conditions of the Event, you agree to comply with the following terms and conditions. You warrant

that any other participant on whose behalf You are submitting this registration also agrees to comply with these terms and conditions with any reference to 'You' or 'your' throughout the document being a reference to them.

2. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to participate. You acknowledge and agree that, if You are registering on behalf of a child or children, you are their parent or guardian, or otherwise have authority from the child or children's parent or guardian to do so on their behalf and agree to supervise the child or children at all times during the Event. You warrant that they also agree to comply with these terms and conditions as if a reference to 'You' or 'your' was a reference to them. Acceptance of these terms and conditions is required in order to participate in this Event.
3. You agree that you are adequately prepared, both physically and medically, to participate in the Event. You agree that You are not aware of any illness, injury or any other physical disability or impairment which may cause You or any other person injury or death while participating in the Event. If You are unsure about your physical or medical suitability for participating in this Event, you should seek advice from your doctor prior to participating.
4. If You suffer any injury, accident or illness while participating in the Event and cannot consent to reasonable medical treatment at the time, you consent to receiving such medical treatment which the Event medical and paramedical personnel consider reasonably necessary in the circumstances.
5. You agree to the rules and conditions and any reasonable directions from the Event organisers and their representatives, including judges and event officials. The Event organisers and their representatives will be carrying identification which should be visible at all times and if not visible, will be produced on request. You agree that the Event organisers may vary the Event rules without prior notice.
6. All fees (if required) must be paid prior to the Event and it will be at the discretion of Y Victoria to offer a refund, minus any transaction fees due to cancellation of event for reasons including adverse weather.
7. You consent to any video footage, or photographs taken during the Event of You being used to publicise the Event by Y Victoria for commercial and fundraising purposes including, but not limited to marketing material, television broadcasts, social media, advertising, publications, and other documents or mediums that may be made available to the public, over an extended period of time. You also consent for the Y to share photographs and footage of You with the Event's partners and sponsors for purposes of promoting the Event over a period of time. You consent that images and video of You may be used without your name for these lawful purposes concerning the Event. By registering You are confirming that you give consent for Your images to be used by Y Victoria, and/or the Event partners, for the Event in this way without payment or compensation.
8. Privacy statement – Y Victoria will obtain your data for the purpose of

administration of the Event and these details may also be used for future marketing and promotional purposes (including electronic messages) by Y Victoria. Personal details will not be disclosed by Y Victoria to a third party except third parties who provide assistance with administration of the Event for the purpose of the Event and for marketing and promotional purposes (including but not limited to electronic messages). Y Victoria understands the importance of protecting the privacy of individuals and complies with the relevant legislation to ensure the confidentiality of any personal information collected. Y Victoria will retain the information on this form for the purpose of notifying You of future fundraising events, as well as information about Event partners, supporters and sponsors. Full details of the Y Privacy Policy can be obtained online at victoria.ymca.org.au.

9. Event Modification or Cancellation. You acknowledge that Y Victoria reserves the right to reduce or alter the Event times or format to accommodate any unexpected complications on the day, including adverse weather conditions. If conditions arise that may significantly compromise the Event, such as adverse weather conditions, or other emergencies, the Event organisers may need to cancel the Event. You will be provided with as much notice as is reasonably possible in the circumstances via the Facebook events and/or via email and or/SMS. If cancellation is necessary, the Event may not be rescheduled and it will be at the discretion of Y Victoria to offer a refund, minus any transaction fees due to cancellation of event for reasons including adverse weather.

10. Liability and Indemnity. You acknowledge that participation in the Event carries certain risks, including risks associated with competing on the skate park, adverse weather conditions, other participants' behaviour. These risks could result in personal injury or death or damage to your property. You agree that:

1. You accept and assume the inherent risks of participating in the Event

2. Y Victoria is not responsible or liable for any loss, damage or injury that You may sustain while participating in the Event or otherwise associated with the Event.

3. You indemnify, and keep indemnified, Y Victoria in relation to any claim that could be made by You or any third party arising out of or in connection with your participation in the Event.

11. The Event organisers reserve the right to withdraw or disqualify any participant.

12. Victorian Skateboard Association Membership: By entering this event you will automatically become a member of the Victorian Skateboard Association (VSA). By completing and signing this form, your details will be added to the VSA database and may receive updates from the VSA in relation to the Learn to Skate sessions. Your membership to this important not-for-profit organisation is valued and we value your privacy.