TERMS AND CONDITIONS – THE ELDERTON TENNIS CLASSIC

CONSENT TO PARTICIPATE AND RISK WARNING

You understand that tennis, like most sports, involves physical activity and as a result of participating in The Elderton Tennis Classic (the Activity) there is risk of injury, and in rare or extreme cases, there is even a risk of serious injury or property damage. You consent to participate in the Activity. You acknowledge that you will be exposed to certain risks when participating in the Activity including but not limited to physical injury, or property damage, and that you fully accept and agree to bear those risks.

DECLARATION OF FITNESS TO PARTICIPATE

You declare that you are medically and physically fit and able to participate in the Activity. You will immediately notify Elderton Wines of any change to your medical condition, fitness or ability to participate. You understand that Elderton Wines will rely upon this declaration as the basis of your fitness and ability to participate.

CONSENT TO MEDICAL TREATMENT AND MEDICAL TRANSPORT

You authorise Elderton Wines to collect, use and disclose the medical information provided on the Participation Form for the purpose of obtaining any medical assistance, treatment and transport for you, as deemed reasonably necessary. You acknowledge and agree that you will be responsible for any costs associated with any such medical treatment and/or transportation.

CONDUCT OBLIGATIONS

You acknowledge and agree that while participating in Activity, you must comply with all Tennis Australia national policies which can be obtained at http://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies; and follow any lawful instructions of Elderton Wines and Nuriootpa Tennis Club.

You acknowledge that if you breach any Tennis Australia national policy, fail to follow any lawful instruction of Elderton Wines or Nuriootpa Tennis Club or engage in any behaviour which, in the opinion of Elderton Wines or Nuriootpa Tennis Club, has the potential to bring, or brings you, Elderton Wines, Nuriootpa Tennis Club, the Activity or the sport of tennis into disrepute, Elderton Wines may take action including, but not limited to suspending or dismissing you from the Activity.

CONSENT TO USE IMAGE

You consent to Elderton Wines taking your image while participating in the Activity. You agree that any such photographs or video footage may be used by Elderton Wines, Nuriootpa Tennis Club or Tennis SA in resources and reports, and in promotional, advertising or marketing materials, without any further notice or payment to you.

RELEASE AND INDEMNITY

To the fullest extent permitted by law, you agree to release and discharge Elderton Wines and its directors, officers, employees, volunteers and agents from all liability in respect of any loss or damage you may suffer.

Without limiting the foregoing, you also agree to release, defend, hold, harmless and indemnify Elderton Wines and Nuriootpa Tennis Club and its directors, officers, employees, volunteers and agents from and against any actions, proceedings, claims, demands, expenses (including legal expenses), damages and liabilities howsoever arising from or incurred as a result of or in connection with your participation in the Activity.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is—a statutory guarantee that those services will be rendered with due care and skill; and a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

Agreement to exclude, restrict or modify your rights:

You agree that the liability of Elderton Wines and Nuriootpa Tennis Club for any personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) is excluded.

PRIVACY

By registering for the Activity, you agree that your details will be added to the Elderton Wines mailing list. You may unsubscribe at any time. You also agree that your details may be added to the Tennis SA email list. You may unsubscribe at any time.

You consent to the collection, storage, use and disclosure of your personal information in accordance with the Elderton Wines Privacy Policy see https://eldertonwines.com.au/home/policies/, which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with.

PARTICIPATION FORM – THE ELDERTON TENNIS CLASSIC

FULL NAME	
ADDRESS	
EMAIL ADDRESS	
PHONE	
EMERGENCY CONTACT NAME	
EMERGENCY CONTACT PHONE	
DOUBLES PARTNER NAME	
TEAM NAME	

- ☐ I acknowledge and agree to be bound by the terms and conditions
- ☐ I declare I am medically fit to participate
- ☐ I am happy to receive emails from Tennis SA about other events
- ☐ I am 18 years of age or over

FULL NAME	
SIGNATURE	
DATE	