



# CURTIN SPORT AND RECREATION

## CONDITIONS OF ENTRY

<b>These Conditions of Entry apply to all Participants &amp; Spectators</b>	You may also be bound by additional conditions or rules depending on the Activity Check the <a href="#">Curtin Stadium Website (Website)</a> to see what other rules apply to you.
<b>Contacting Curtin</b>	For general enquiries, please contact <a href="mailto:stadium@curtin.edu.au">stadium@curtin.edu.au</a> or 9266 7870
<b>Definitions in these Conditions of Entry</b>	<p><b>Activity:</b> An activity or program run by Curtin Sport and Recreation.</p> <p><b>Participant:</b> A participant in an Activity.</p> <p><b>Spectator:</b> A spectator of an Activity.</p> <p><b>Staff:</b> A Curtin Sport and Recreation staff member.</p>

### 1. ENTRY

- (a) Participants: Must pay in advance through registration to participate in an Activity or by making a casual entry payment if permitted. Advance payment is paid through the Website or at Curtin Stadium Reception for the relevant Activity. Casual entry is to be paid at Curtin Stadium Reception before entry or participation.
- (b) Spectators: May enter Curtin Stadium for free, unless otherwise notified, and agree to be bound by these Conditions of Entry.

### 2. PARTICIPANTS

Participants:

- (a) Participate at their own risk.
- (b) Warrant that they are in good physical condition for the relevant Activity and have sought any necessary medical advice before embarking on the program or activity.
- (c) Acknowledge that participation in Activities involves varying degrees of physical exertion and/or physical risk and you accept the inherent risks involved in participation including personal injury or death.
- (d) Must not knowingly or recklessly attend or participate in any Activity while suffering from any illness or disease which is contagious.
- (e) Must wear appropriate attire for the relevant Activity.
- (f) Agree to abide by these Conditions of Entry and any additional conditions or rules that apply to the Activity.
- (g) Must advise Staff of any faulty equipment, hazards, incidents or accidents they witness during any Activity.
- (h) Must familiarise themselves with emergency procedures displayed by Curtin and alert Staff immediately if an emergency arises.
- (i) Must complete any additional pre-exercise questionnaire or requirement issued to them by Curtin.
- (j) Must obtain their own insurance if required.
- (k) Refrain from using unfamiliar equipment without direction from Staff.
- (l) Agree to abide by the lawful directions of Curtin.

### 3. SPECTATORS

Spectators:

- (a) Must not knowingly or recklessly attend an Activity while suffering from any illness or disease which is contagious.
- (b) Must advise Staff of any faulty equipment, hazards, incidents or accidents they witness during any Activity.
- (c) Must familiarise themselves with emergency procedures displayed by Curtin and alert Staff immediately if an emergency arises.
- (d) Agree to abide by these Conditions of Entry and any additional conditions or rules that apply to the Activity.
- (e) Agree to abide by the lawful directions of Curtin.

### 4. CONDUCT AND BEHAVIOUR

All Participants and Spectators must conduct themselves appropriately and in accordance with Curtin's Code of Conduct and other relevant policies and acknowledge that:

- (a) You must act with respect and courtesy for all other people at Curtin at all times. You must not use offensive language, act aggressively or foolishly or in any way that causes or threatens harm or causes distress to any person or to Curtin property or equipment.
- (b) You must respect the privacy of other people at Curtin and must not photograph or film anyone without their consent.
- (c) Alcohol, illegal drugs or banned substances are not permitted at Curtin. If Curtin is of the view (in its discretion)



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that a Participant or Spectator is intoxicated, the Participant will not be permitted to participate and Curtin may evict anyone from its premises and the ongoing competition.

- (d) Staff (including umpires, supervisors and management) may give a warning to any Participant, Spectator or Team who acts in a manner that they believe (in their discretion) is inappropriate or inconsistent with appropriate conduct at Curtin. If any person fails to change their behaviour appropriately after receiving a warning, the Staff member may evict them from the premises. Depending on the nature of the offence, Curtin may also:
  - Cancel any membership or registration or evict players from the remainder of a season or competition.
  - Issue a fine to the Team in which the Participant is registered or is playing.
  - Report it to any relevant authority.
- (e) If you cause damage to Curtin equipment or property, you will be liable to pay to repair any damage caused or replace any item that cannot be repaired.
- (f) Curtin may enforce suspensions of any Participant, Spectator or Team.

### 5. INJURY OR ILLNESS

- (a) You must tell Staff if you have any physical or medical condition that may be aggravated, worsened or impaired by your participation in any Activity and acknowledge that Curtin may require:
  - you to be assessed by a Staff member; and/or
  - you to provide a medical clearance, before you participate in any Activity.
- (b) You must tell Curtin in writing of changes to your medical condition that may increase the risk of adverse events when participating in any Activity.
- (c) If you are injured or become ill while at Curtin, you authorise Curtin to arrange medical or ambulance assistance deemed necessary and agree to meet any related costs and expenses and indemnify Curtin for all costs and expenses incurred in relation to arranging that assistance.

### 6. AGE OF PARTICIPANTS

Participants under 16 years of age must be accompanied at all times by a parent or legal guardian unless participating in an underage program with prior written consent of their parent or legal guardian.

### 7. EXCLUSION OF LIABILITY

- (a) Curtin is not responsible and excludes all liability (to the extent permitted by law) whether direct or indirect for any loss or damage, deterioration of health, illness, death, aggravation of any health condition that you may incur or suffer as a result of your use or attendance at Curtin's facilities, participation in any Activity, or advice that is given to you by Curtin, its officers, employees or agents, except to the extent Curtin's gross negligence directly contributed to the liability.
- (b) Curtin accepts no responsibility and excludes all liability whether direct or indirect arising out of any loss, damage, theft or otherwise that you may sustain in respect of your personal effects and belongings while at Curtin.
- (c) You agree to release and hold harmless Curtin and its officers, employees and agents from and against all actions which may be brought by you, or on behalf of you, in respect of any incident arising out of injury, loss, damage or death caused to you or your property in any way whatsoever, except to the extent Curtin's gross negligence directly contributed to the liability.

### 8. COMPLAINTS

You can lodge complaints about Curtin Stadium facilities or the Sport and Recreation services using the details under Contacting Curtin on page 1. Curtin will endeavour to resolve complaints within a reasonable time.

### 9. PRIVACY

Any personal information collected by Curtin will be handled in accordance with [Curtin's Privacy Statement](#).

### 10. PHOTO AND VIDEO RIGHTS

Curtin may use photos and video footage of people at Curtin for marketing purposes unless you request otherwise by notice to Curtin in writing.

### 11. REFUNDS/CANCELLATION

If your booking with Curtin Sport and Recreation is impacted by unforeseen circumstances a partial refund or credit may be available from Curtin subject to the approval of Curtin Sports & Recreation Management and any other applicable terms and conditions.

### 12. AMENDMENTS

Curtin may amend these Conditions of Entry at any time and will update the Website with any changes.