

MEMBERSHIP APPLICATION AND DECLARATION - TERMS AND CONDITIONS

The following terms and conditions must be read carefully. In consideration of your, or the person on whose behalf you are acting's, application for membership being accepted you acknowledge and agree to the terms and conditions set out below. You have applied for membership of **Little Athletics Queensland**, for all applicants being:

- Queensland Little Athletics Assoc Inc
- Little Athletics Australia Limited ; and
- membership of the Club.

1. **Definitions:** in these terms and conditions:

"Athletics Activities" means performing or participating in any capacity, including as a member, in any authorised or recognised Athletics Organisation activity.

"Athletics Organisation" means and includes LAQ, LAA and the Club, and where the context so permits, their respective directors, officers, members, servants or agents.

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Athletics Activities, but does not include:

- (i) a claim against LAQ, LAA or the Club by any person expressly entitled to make a claim under an LAQ , LAA insurance policy or LAQ, LAA or the Club; or
- (ii) a claim against LAQ, LAA or the Club under any right expressly conferred by its constitution or regulations.

"Club" means an affiliated club or little athletics centre (as defined in the LAQ constitution or LAA constitution) for which you have applied to become a member in this membership application and to which these terms and conditions apply, such club or centre being one of the entities listed in Annexure A to these terms and conditions.

"LAA" means Little Athletics Australia Limited (ACN 622 256 181)

"LAQ" means Queensland Little Athletics Assoc INC (ABN 41 142 389 563)

"You" or **"you"** includes, as the case may be:

- (i) you personally, if this application is lodged by you on your own behalf; and/or
- (ii) each of the person or persons on whose behalf you are lodging this membership application; and/or
- (iii) where any of the above individuals are less than 18 years of age, each of their parents/guardians.

2. **Rules of membership and participation:** By agreeing to these terms and conditions, you will become a member of the nominated Club LAQ and LAA You acknowledge, agree and consent to becoming a member of these Athletics Organisations. Upon becoming a member of LAQ, LAA and the relevant Club, the relevant Athletics Organisations' constitutions will comprise a contract between you and the relevant Athletics Organisation and you will be bound by it and any by-laws, policies and codes of conduct made under it and other policies introduced from time to time.

3. You agree you are bound to each subsequent amended version of the Athletics Organisations' constitution, by-laws, policies, codes of conduct, and are bound to each for the entirety of the duration of your period of membership of the Athletics Organisations. You shall submit to any disciplinary measures taken against you and shall take any appeals and litigation before the authorities provided for in the relevant constitutions and by-laws. You will pay on demand the prescribed or stated fees for the Athletics Activities and/or for affiliation with LAQ, LAA and the Club. Such fees may be notified to you verbally, in writing or by notice.

4. **Risk Warning and Waiver:** Your participation in the recreational activities supplied by the Athletics Organisations is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Athletics Activities, and accidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, the risks arising from or connected with the "prevailing conditions" referred to in paragraph 14 below. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By agreeing to these terms and conditions, you acknowledge, agree, and understand that participation in the recreational services provided by the Athletics Organisations may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with and for the purposes of the relevant legislation. This 'risk warning' is given by and on behalf of each of the entities, organisations and persons identified as the Athletics Organisations in paragraph 1 above.

5. **Waiver:** A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you agree to these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded,

restricted or modified as set out below.

6. **For recreational services or recreational activities to which the *Australian Consumer Law (Commonwealth)* applies:** By agreeing to these terms and conditions, you agree that the liability of the Athletics Organisations in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and recreational activities for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease; or
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (A) that is or may be harmful or disadvantageous to you or the community; or
 - (B) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or any guarantee under the *Australian Consumer Law* that any services will be provided with due care and skill is hereby excluded.

7. **Release & Indemnity:** In consideration of the Athletics Organisations accepting your membership application you, to the extent permitted by law:

- (i) release and forever discharge the Athletics Organisations from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with you undertaking the Athletics Activities, whether caused by the negligence or breach of contract by the Athletics Organisations or in any other manner whatsoever; and
- (ii) release and indemnify the Athletics Organisations against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - (A) the negligence or breach of contract by the Athletics Organisations or in any other manner whatsoever; or
 - (B) any breach by you of the warranties given in paragraphs 9(i)-(iv),

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Athletics Organisations.

8. **Further Release and Indemnity:** In consideration of the Athletics Organisations accepting your membership application you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless the Athletics Organisations in respect of any Claim by any person:

- (i) arising as a result of or in connection with you undertaking the Athletics Activities, whether caused by the negligence or breach of contract by the Athletics Organisations or in any other manner whatsoever; and
- (ii) against the Athletics Organisations in respect of any injury, loss or damage arising out of or in connection with your failure to comply with an Athletics Organisation's rules and/or directions or with any applicable public health or other COVID-19 directions or restrictions imposed by LAQ, LAA or the Club, the Australian government or State government or other relevant health authority, whether caused by the negligence or breach of contract by LAQ, LAA or the Club or in any other manner whatsoever; or
- (iii) arising out of or connected with any breach by you of the warranties given in paragraphs 9(i)-(iv),

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Athletics Organisations.

9. **Insurance:** You acknowledge and agree that LAQ, LAA or the Club has arranged some limited insurance coverage that may provide you with some protection for loss, damage or injury that you may suffer during your participation in Athletics Activities. However, you acknowledge and agree that any insurance taken out by LAQ, LAA or the Club may not provide full indemnity for loss, damage or injury that you may suffer during your participation in Athletics Activities and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your responsibility, and you will arrange any additional coverage at your expense after taking into account LAQ, LAA and the Club's insurance arrangements and your own circumstances.

10. **Disclosure of Medical Conditions:** You warrant that prior to undertaking any Athletics Activities you:

- (i) are and must continue to be medically and physically fit and able to undertake and participate in the Athletics Activities;

- (ii) are not a danger to yourself or to the health and safety of others;
- (iii) have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
- (iv) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in an athletics event, meet or competition including participating in Athletics Activities.

You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that Athletics Organisations rely on information provided by you and that all such information is accurate and complete. You must inform the Athletics Organisations if any such medical or other condition arises after you agree to these terms and conditions and prior to undertaking the Athletics Activities. You agree to report any accidents, injuries, loss or damage you suffer during any Athletics Activities to the Athletics Organisation conducting the relevant Athletics Activity before you leave any relevant venue. You acknowledge that if any of the warranties you make under this paragraph 9, including those in subclauses (i)-(iv), can no longer be made by you on the date you undertake the Athletics Activities, you must inform the Athletics Organisations on arrival and before you participate in any Athletics Activity.

11. **Consent to Medical Treatment:** If you suffer any injury or illness, you agree that a relevant Athletics Organisation may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse the relevant Athletics Organisation for any costs or expenses incurred in providing such medical treatment.
12. **Exclusion of Applicant:** You warrant that you have not at any time been excluded from Athletics Activities by a medical practitioner or any person or entity including but not limited to an Athletics Organisation. You acknowledge and agree that an Athletics Organisation may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking any Athletics Activities.
13. **Safety:** You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in Athletics Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by and/or directions of any Athletics Organisation in connection with any Athletics Activities. If you fail to comply with the rules and/or directions of any relevant Athletics Organisation, you will not be permitted to participate or to continue to participate in the Athletics Activities and no refund will be given.
14. **Prevailing conditions** - You acknowledge and agree that:
 - (i) some Athletics Activities may be affected by the weather which may change without warning; and
 - (ii) in such activities, there can be an element of the "luck of the prevailing conditions" when undertaking the Athletics Activities over which the Athletics Organisations have no control.
15. **Athletics Activity done at your own Risk** - Undertaking the Athletics Activities carried on by an Athletics Organisation or organised by any of the Athletics Organisations may only be done on the distinct understanding that you are doing so entirely at your own risk.
16. **Acceptance:** Performance of an Athletics Organisation's obligations under the contract may be effected by any one or more of the providers of the Athletics Activities either jointly or severally.
17. **Bar to proceedings:** An Athletics Organisation may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against an Athletics Organisation, you:
 - (i) will commence those proceedings in the courts of Queensland;
 - (ii) waive any right to object to the exercise of such jurisdiction;
 - (iii) will, where you seek to commence proceedings in another jurisdiction other than Queensland, consent (if required by an Athletics Organisation) to move those proceedings to Queensland including consenting to any application made by an Athletics Organisation to remove the proceedings to Queensland
 - (iv) will pay the costs of any application made by any one or more Athletics Organisation under paragraph (iii) above and will consent to any application for security of costs made at any time by any one or more Athletics Organisation; and
 - (v) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of any Athletics Organisation where the Athletics Organisation(s) successfully defend the proceedings.
18. **Use of Image:** You acknowledge and consent to photographs and electronic images being taken of you during your participation in Athletics Activities. You acknowledge and agree that such photographs and electronic images are owned by the relevant Athletics Organisation and the Athletics Organisation may use the photographs for promotional or other purposes without your further consent being necessary. You acknowledge consent to photographs, video content, quotes as well as the child/s name being used by third parties such as the National Naming Rights Partner Coles for general marketing and promotional activities including publications online.

19. **Privacy:** You understand that the personal information you have provided in your membership application is collected, used and disclosed in accordance with the privacy policy of the relevant Athletics Organisation (available from [insert]) and is necessary for the conduct and management of the Athletics Activities and other related activities across Queensland and Australia by the Athletics Organisations. You acknowledge that each of the Athletics Organisations may use or disclose your personal information for the purposes of providing you with member services or promotional material; for direct marketing; or otherwise at the discretion of the relevant Athletics Organisation, including LAQ and LAA. LAQ or LAA or the Club may share your information with third, one or more of the other Athletics Organisations, affiliates and other organisations involved in Athletics Activities such as other athletics member states, organisations involved in other related activities in Queensland or Australia; companies engaged by LAQ or LAA or the Club to carry out functions and activities on behalf of LAQ, LAA or the Club 's behalf including direct marketing; LAQ's or LAA's or the Club's professional advisers, including accountants, auditors and lawyers and insurers; however your information is not generally disclosed to anyone outside Australia. One or more of LAQ, LAA or the Club may publish your name and results from any event, meet or competition in official programs, newsletters and websites. You understand that if you wish to access and request correction of your personal information held by LAQ or LAA or the Club, or make a complaint about the handling of your personal information, you should contact the organisation that handled your personal information. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from LAQ or LAA or the Club's sponsors and third parties you must advise the relevant organisation in writing or via the opt-out procedures provided in the relevant communication.
20. **Non-transferable:** A right to be a member of an Athletics Organisation (if granted) is non-transferable to other people. Any attempt to transfer to another person without the knowledge of the Athletics Organisation may result in the cancellation of any rights granted by the Athletics Organisation without refund and you may not be permitted to participate in further Athletics Activities or programs. You also accept that fees paid for membership of an Athletics Organisation are non-refundable unless required in compliance with Australian Consumer Law (ACL),
21. **Entire agreement:** These terms and conditions (and the documents to which they refer) constitute the entire agreement between the parties in respect to the Athletics Activities and supersedes all other agreements, understandings and representations and negotiations with any Athletics Organisation in relation to the Athletics Activities. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
22. **Governing Law:** The governing law of these terms and conditions is the law of the State of Queensland. You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of Queensland and waive any right to object to the exercise of such jurisdiction.
23. **Warranty:** You warrant that all information provided is true and correct. You acknowledge this application and declaration cannot be amended. If you amend this application it may be null and void and may not be accepted by the Athletics Organisation.
24. **Statement of Understanding:** You have read, or have had read to you the above conditions and having understood the same, you consent to the activities proposed.

ANNEXURE A

List of Affiliated Clubs/Centres of LAQ

Affiliated Centre Name	Incorporated Name
Agnes Water / 1770 & District Little Athletics Centre	Agnes Water/1770 & District Branch Little Athletics Centre Inc.
Algerter Little Athletics Centre	Algerter Branch Little Athletics Centre Inc.
Arana Little Athletics Centre	Arana Branch Little Athletics Centre Inc.
Ashmore Little Athletics Centre	Ashmore Branch Little Athletics Centre Inc.
Aspley Little Athletics Centre	Aspley Little Athletics Centre Inc.
Balmoral Little Athletics Centre	Balmoral Branch Little Athletics Centre Inc.
Bargara District Little Athletics Centre	Bargara District Branch Little Athletics Centre Inc.
Beautesert & District Little Athletics Centre	Beautesert & District Branch Little Athletics Centre Inc.
Beenleigh Little Athletics Centre	Beenleigh Branch Little Athletics Centre Inc.
Biloela Little Athletics Centre	Biloela Branch Little Athletics Centre Inc.
Bli Bli Little Athletics Centre	Bli Bli Branch Little Athletics Centre Inc.
Bracken Ridge Little Athletics Centre	Bracken Ridge Branch Little Athletics Centre Inc.
Bribie District Little Athletics Centre	Bribie District Branch Little Athletics Centre Inc.
Browns Plains Little Athletics Centre	Browns Plains Branch Little Athletics Centre Inc.
Bundaberg Little Athletics Centre	Bundaberg Branch Little Athletics Centre Inc.
Burrum District Little Athletics Centre	Burrum District Branch Little Athletics Centre Inc.
Caboolture Little Athletics Centre	Caboolture Branch Little Athletics Centre Inc.
Caloundra Little Athletics Centre	Caloundra Branch Little Athletics Centre Inc.
Cassowary Coast Little Athletics Centre	Cassowary Coast Branch Athletics Centre Inc.
Centenary Little Athletics Centre	Centenary Branch Little Athletics Centre Inc.
Charleville & District Little Athletics Centre	Charleville & District Branch Little Athletics Centre Inc.
Chinchilla Little Athletics Centre	Chinchilla & District Branch Little Athletics Centre Inc.
City North Little Athletics Centre	City North Branch Little Athletics Centre Inc.
Cooktown Little Athletics Centre	Cooktown & District Little Athletics Association Inc.
Cooloola Coast Little Athletics Centre	Cooloola Coast Branch Little Athletics Centre Inc.
Dayboro Little Athletics Centre	Dayboro Branch Little Athletics Centre Inc. (TBC)
Deception Bay Little Athletics Centre	Deception Bay Branch Little Athletics Centre Inc.
Eidsvold Little Athletics Centre	Eidsvold Branch Little Athletics Centre Inc.
Gayndah Little Athletics Centre	Gayndah & District Branch Little Athletics Centre Inc.
Gin Gin Little Athletics Centre	Gin Gin Branch Little Athletics Centre Inc.
Gladstone Little Athletics Centre	Gladstone Athletic Club Inc.
Glasshouse Districts Little Athletics Centre	Glasshouse Districts Branch Little Athletics Centre Inc.
Gold Coast Little Athletics Centre	Gold Coast Little Athletics Youth Branch Inc.
Goondiwindi Little Athletics Centre	Goondiwindi Branch Little Athletics Centre Inc.
Gracemere Little Athletics Centre	Gracemere Branch Little Athletics Centre Inc.
Granite Belt Little Athletics Centre	Granite Belt Branch Little Athletics Centre Inc.
Gympie Little Athletics Centre	Gympie Amateur Athletic Club Inc.
Helensvale Little Athletics Centre	Helensvale Community Athletics Association Inc.
Hervey Bay Little Athletics Centre	Hervey Bay Athletic Club Inc.
Highfields & District Little Athletics Centre	Highfields & District Branch Little Athletics Centre Inc.
Ipswich Little Athletics Centre	Ipswich Branch Little Athletics Centre Inc.
Isis District Little Athletics Centre	Isis District Branch Little Athletics Centre Inc.
Jimboomba Little Athletics Centre	Jimboomba Branch Little Athletics Centre Inc.
Kenmore Little Athletics Centre	Kenmore Branch Little Athletics Centre Inc.
Laidley Little Athletics Centre	Laidley Branch Little Athletics Centre Inc.
Maleny Little Athletics Centre	Maleny Branch Little Athletics Centre Inc.
Maroochy Little Athletics Centre	Maroochy Branch Little Athletics Centre Inc.
Maryborough Little Athletics Centre	Maryborough Amateur Athletic Club Inc.
Mitchell Little Athletics Centre	Mitchell & District Branch Little Athletics Centre Inc.
Monto Little Athletics Centre	Monto Branch Little Athletics Centre Inc.
Moura Little Athletics Centre	Moura Branch Little Athletics Centre Inc.
Mt Gravatt Little Athletics Centre	Mt Gravatt Junior Athletics Club Inc.
Mudgeeraba Little Athletics Centre	Mudgeeraba Branch Little Athletics Centre Inc.
Nambour Little Athletics Centre	Nambour Branch Little Athletics Centre Inc.
Noosa Little Athletics Centre	Noosa Branch Little Athletics Centre Inc.
North Mackay Little Athletics Centre	North Mackay Branch Little Athletics Centre Inc.
North Rockhampton Little Athletics Centre	North Rockhampton Branch Little Athletics Centre Inc.
Ormeau Little Athletics Centre	Ormeau Branch Little Athletics Centre Inc.
Providence Little Athletics Centre	Providence Athletics Inc.

Redcliffe Little Athletics Centre	Redcliffe Branch Little Athletics Centre Inc.
Redlands Little Athletics Centre	Little Athletics Centre (Redlands Branch) Inc.
Roma Little Athletics Centre	Roma & District Branch Little Athletics Centre Inc.
Rosewood Little Athletics Centre	Rosewood Branch Little Athletics Centre Inc.
Ross River Little Athletics Centre	Ross River Athletics Association Inc.
Runaway Bay Little Athletics Centre	Runaway Bay Branch Little Athletics Centre Inc.
South Burnett Little Athletics Centre	South Burnett Branch Little Athletics Centre Inc.
Souths Little Athletics Centre	Souths Branch Little Athletics Centre Inc.
Springwood Little Athletics Centre	Springwood Branch Little Athletics Centre Inc.
St George Little Athletics Centre	St George & District Branch Little Athletics Centre Inc.
Strathpine Little Athletics Centre	Strathpine Branch Little Athletics Centre Inc.
Sunnybank Little Athletics Centre	Sunnybank Branch Little Athletics Centre Inc.
Tablelands Little Athletics Centre	Tablelands Branch Little Athletics Centre Inc.
Tamborine Mountain Little Athletics Centre	Tamborine Mountain Branch Little Athletics Centre Inc.
The Gap Little Athletics Centre	The Gap Branch Little Athletics Centre Inc.
Tiaro & District Little Athletics Centre	Tiaro & District Little Athletics Centre Inc.
Toowong Harriers Little Athletics Centre	Toowong Harriers Branch Little Athletics Centre Inc.
Toowoomba Little Athletics Centre	Toowoomba Central Little Athletics Centre Inc.
Townsville Central Little Athletics Centre	Townsville Central Branch Little Athletics Centre Inc.
Tully Little Athletics Centre	Tully Branch Little Athletics Centre Inc.
Tweed Little Athletics Centre	Tweed Little Athletics Incorporated
University of the Sunshine Coast Little Athletics Centre	University of the Sunshine Coast Branch Little Athletics Centre Inc.
Upper Lockyer Little Athletics Centre	Upper Lockyer Little Athletics Centre Inc.
Wamuran Little Athletics Centre	Wamuran Branch Little Athletics Centre Inc.
Warwick Little Athletics Centre	Warwick Branch Little Athletics Centre Inc.
West Bundaberg Little Athletics Centre	Bundaberg Athletic Club Inc.
Wynnum Manly Little Athletics Centre	Wynnum Manly Branch Little Athletics Centre Inc.

Or other clubs that may choose to affiliate with LAQ at any time.

PLEASE NOTE THE FOLLOWING:

If the *Competition and Consumer Act 2010* (Cth), *Competition and Consumer Act 2010* (QLD) operate so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, or the liability of the Athletics Organisations for failing to comply with a statutory guarantee under the *Australian Consumer Law* that services will be provided with due care and skill, then the liability of the Athletics Organisations for breach of the warranties or for the failure to comply is limited to:

- (i) the re-supply of the Athletics Activities and related activities; or
- (ii) the payment of the cost of having the Athletics Activities and related activities supplied again.

In order to proceed, you must have read and agreed to these terms and conditions of membership. By ticking the box below, you agree that if your application for membership is accepted, you will be bound by these terms and conditions.

I agree that I have read, understood, acknowledge and agree to the terms and conditions of membership, both on my behalf and on behalf of any person for whom I am lodging this application.

If the applicant is under 18 years of age, the following must be agreed to by the applicant's parent or guardian:

I am the parent or guardian of the applicant, and authorise and consent to the applicant undertaking the Athletics Activities. I agree to accept in my capacity as parent or guardian, the terms set out in this membership application.