

SIMPLY FOOTBALL

Terms & Conditions of Participation

Agreement to Terms and Conditions

By participating in any activity operated by Adrian Gatto trading as Simply Football ABN 94 499 689 906 (**Operator**), including but not limited to sporting competitions and sporting clinics (**Sporting Activities**), the participant, or, if the participant is less than 18 years of age, the participant's parent or guardian on their behalf, agrees to the following terms and conditions.

In respect of each Sporting Activity involving team competition, by submitting a team sheet in respect of that Sporting Activity, the person submitting the team sheet:

- agrees to the following terms and conditions on behalf of themselves and each coach, spectator, parent, carer and guardian associated with the relevant team; and
- warrants that each coach, spectator, parent, carer and guardian associated with the relevant team has read and understood these terms and conditions.

Declaration and Disclaimer

The participant acknowledges and voluntarily accepts the inherent risks associated with participating in the Sporting Activities, which include contact sports and may result in injury or death.

The participant warrants that they are medically and physically fit to participate in the Sporting Activities and will notify the Operator of any changes to their medical condition, fitness or ability to participate.

Exclusion of Liability

To the full extent permitted by law, the Operator will not be held liable for any damage, expense, cost, loss, injury or other liability of any kind sustained by the participant or any other party in connection with the participant's participation in the Sporting Activities.

Release and Indemnity

The participant:

- releases the Operator and its proprietors, officers, directors, contractors, agents, employees, representatives and volunteers (**Operator Entities**) from any and all claims, demands, actions or proceedings (whether present or future, actual or contingent, known

or unknown) (**Claims**) that it may have arising from or in connection with participation in the Sporting Activities including in respect of personal injury, illness, accident or death, or any loss or damage to any property, including third party property, arising at any time during or in connection with any Sporting Activity; and

- indemnifies, and must keep indemnified, each Operator Entity from and against any and all Claims, loss, liability, damage, cost or expense arising as a result of or in connection with the participant's participation in the Sporting Activities.

This release and indemnity operates severally in favour of all Operator Entities and any other persons or entities involved or engaged in promoting or staging the Sporting Activities, and the proprietors, officers, directors, contractors, agents, employees, representatives and volunteers of each such other person or entity.

Parent, Guardian or Carer Attendance

For each Sporting Activity not forming part of an official school activity occurring during school hours, each participant must have at least one parent, guardian or carer in attendance for the full duration of participation in the Sporting Activity.

Insurance

The participant acknowledges and agrees that:

- the Operator does not carry an insurance policy in respect of the Sporting Activities; and
- the Operator is not registered or affiliated with any sporting association or other entity through which insurance is provided in respect of the Sporting Activities; and
- all participants are uninsured by the Operator in respect of the Sporting Activities; and
- all participants participate in the Sporting Activities at their own risk and are solely responsible for arranging their own medical insurance cover in respect of their participation in the Sporting Activities.

The Operator recommends that all participants arrange their own medical insurance cover in respect of their participation in the Sporting Activities.

Consent to Receive Medical Treatment

In the event of accident or injury to the participant, the Operator is permitted to arrange reasonable medical treatment including but not limited to ambulance transport.

The participant will bear the costs of any such medical treatment.

If the participant is under 18 years of age, the Operator agrees to attempt to contact the parent or guardian of the participant as soon as practicable following arranging medical treatment.

Code of Conduct

All participants, officials, administrators, coaches, spectators, parents, carers and guardians involved with or attending the Sporting Activities (**Attendees**) must, at all times:

- behave respectfully and responsibly toward all others, including the Operator and its affiliates and all officials and administrators; and
- act in a manner consistent with the promotion of a safe and inclusive environment for all; and
- refrain from engaging in any offensive, violent or abusive behaviour; and
- protect all participants, including people involved in the facilitation of the Sporting Activities, such as referees, from harassment, bullying or intimidation; and
- be respectful of all property, equipment and facilities in use during the Sporting Activities; and
- refrain from engaging in behaviour which is reasonably likely to cause harm, damage or injury to any person or property; and
- follow the reasonable directions of the Operator and any person involved in the facilitation of the Sporting Activities.

Each Attendee must not at any time:

- verbally or physically abuse any other Attendee; or
- enter any field of play without the controlling official's consent.

Other Statutes and Codes

Each person who agrees to comply with these terms and conditions also agrees to comply with:

- applicable FFA Statutes, including the FFA National Code of Conduct and the FFA Spectator Code of Behaviour; and
- the FFSA Respect Code of Conduct (Parents and Junior Players),

which may be enforced at any time and from time to time by the Operator in connection with the Sporting Activities. Each such person acknowledges that the incorporation of these Statutes and Codes (**Additional**

T&Cs) in these terms and conditions do not result in any Sporting Activity becoming, or being deemed, a FFA or an FFSA activity.

Rights of the Operator

The Operator reserves the right to take any of the following actions in respect of any behaviour (including the behaviour of any team, participant, spectator or other person) that is inconsistent with the conduct described or referred to in these terms and conditions. This right can be exercised at the absolute discretion of the Operator or any attending official or administrator.

- Immediately terminate a game resulting in a forfeit by the relevant team.
- Suspend for any period, or permanently expel, any team, participant, spectator or other person from participation and/or attendance at any Sporting Activity.

These rights are in addition to, and do not limit the Operator's rights under, the Additional T&Cs.

Privacy and Information Security

The participant acknowledges that personal information may be collected by the Operator for the purposes of registration of participants and the organisation of the Sporting Activities (**Personal Information**).

The participant consents to the collection, use and disclosure of Personal Information for these purposes.

All Personal Information is securely stored in a manner that reasonably protects it from misuse, loss and unauthorised access, modification or disclosure.

The Operator will not disclose any such Personal information except as it is required to do so by law.

Marketing (Photography)

The participant consents to being photographed during the course of participation in the Sporting Activities solely for promotional, marketing and display purposes. The participant acknowledges and agrees that any such photos may be displayed in printed and electronic form (including on social media applications and platforms).