



**BOWLS AUSTRALIA Ltd. ("BOWLS AUSTRALIA")**

**AUSTRALIAN UNDER 18 CHAMPIONSHIPS ("CHAMPIONSHIPS")**

**PARTICIPATION AGREEMENT**

**IMPORTANT NOTICE**

This is an important legal document which affects your legal rights and obligations. Read it carefully and sign it only when you are satisfied that you understand it. If you are in any doubt, you should seek independent legal advice.

Whilst all reasonable efforts are and will be made to ensure your health and safety, participation in the Championships, including training, competing and associated activities, may involve some mishap or incident which could result in injury, damage or loss (to your person or property).

It is a condition of participation in the Championships that you (the Participant), and in the case of the Participant being under 18 years, both you and your parent or legal guardian, are required to complete this form and to agree to the terms and conditions of participation set out below ("Terms and Conditions").

**TERMS AND CONDITIONS**

**(Including exclusion of liability and indemnity)**

I \_\_\_\_\_ (**Participant**) and, if under 18 years, my  
parent/legal guardian \_\_\_\_\_ (**Guardian**) agree that the

Participant enters, and participates in the activities of, the Championships or any team participating at the Championships ("Team"), voluntarily, and understanding the warnings given above, and in return for being entitled to participate, agree and acknowledge that:

1. The Participant is a financial member of a bowling club which is affiliated with a State bowling association (being a member of Bowls Australia) [State], and will remain so throughout the Championships;
2. The Participant will remain under the primary responsibility and direction of the officials attached to the State Team ("Team Officials") during the Championships and agree that the Participant shall be subject to and comply with any State disciplinary procedures in place as well as Bowls Australia's disciplinary procedures;
3. Bowls Australia, its officers, employees, agents, contractors and volunteers (including Championships officials) shall have no duty or responsibility whatsoever for the Participant until such time as the Participant officially joins the Championships, or after such time as the Participant leaves the Championships;
4. Some of the activities carried on at the Championships may result in a risk to my health, safety and wellbeing, and/or potentially that of others;

5. In the interests of the health, safety and wellbeing of all Participants, Championships officials and others, the Participant shall comply with the conditions of entry and rules of the Club at which the Championships is conducted ("Club"), and with the reasonable directions of the Club manager and/or Club staff, as may be in force from time to time;
6. It is prudent and reasonable that the Participant and/or Guardian be required to provide, and that the Participant and/or Guardian will continue to provide, relevant information to Bowls Australia, the manager of the Championships ("Championships Manager") or such other authorised official ("Championships Official") as may be requested from time to time to enable the Participant's health, safety and well-being to be adequately catered for (Participant's Information);
7. The Participant and the Guardian hereby consent to:
  - (a) The collection of the Participant's Information by Bowls Australia or one of its authorised officers, employees, agents or contractors (including Championships officials) for the purpose of conducting the Championships and for the purpose of ensuring the Participant's health, safety and well-being (**Primary Purposes**);
  - (b) The use and disclosure of my information for the Primary Purposes and any other purpose that is directly related to the Primary Purposes pursuant to the *Privacy (Health Records) Act 2001 (Vic)* and the *Privacy Amendment (Enhancing Privacy) Act 2012 (Cth)*;
  - (c) The taking of photographs and video footage of the Participant whilst he/she is involved in the Championships by Bowls Australia or a person or persons authorised by Bowls Australia to do so;
  - (d) The use of the Participant's image in such photographs and video footage by Bowls Australia for promotional purposes in any manner whatsoever including but not limited to Bowls Australia's website, television news programs and print media.
8. Bowls Australia agrees that:
  - (a) Your information is kept secure and only authorised persons in Bowls Australia can view it;
  - (b) You may access your personal information at any reasonable to time ensure its accuracy;
  - (c) If you have any queries regarding your privacy, please contact the Events and Competitions Manager at Bowls Australia on 0409 498 786.
9. The Participant shall at all times, whilst under the guidance of the Team Officials, conduct him or herself in a proper and sportsmanlike manner befitting a State representative, and in addition, shall comply with:
  - (a) All reasonable directions of the Championships Officials;
  - (b) The attached Code of Conduct, as in force from time to time;
  - (c) The Rules and policies of Bowls Australia, for the time being in force; and
  - (d) The Championships Rules, Conditions of Entry and other directions given by Championships Officials from time to time.

To the extent of any inconsistency, the Participant shall seek the guidance of and comply with the determination of the Championships Manager as to which of the above shall prevail over the other;

10. If at any time the Participant fails to comply with his/her obligations under this agreement, the Participant may, at the discretion of Bowls Australia or its nominee, be removed from the Championships or otherwise disciplined in accordance with the disciplinary procedures determined by Bowls Australia;
11. The Participant is responsible for the protection and safety of his/her own property at all times throughout the Championships;
12. The Participant and the Guardian hereby release Bowls Australia, its officers, employees, agents and volunteers (including Championships Officials) to the extent permitted under the *Trade Practices Act 1974* (Cth) from any liability in respect of any loss, damage, injury, claim, action, costs, penalties or proceedings suffered, howsoever incurred or arising at any time as a result of or in connection with my attendance at, or participation in, the Championships, whether such loss, damage, injury, costs, penalties or fines is or are caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Bowls Australia, its officers, employees, agents or volunteers (including Championships Officials); and
13. The Participant and the Guardian, jointly and severally, indemnify Bowls Australia, its officers, employees, agents and volunteers (including Championships Officials) to the extent permitted under the *Trade Practices Act 1974* (Cth) or otherwise by law in respect of any actions, suits, proceedings, claims, demands, losses, damages, costs, penalties and fines suffered, howsoever arising or incurred as a result of or in connection with my attendance at, or participation in, the Championships, whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of Bowls Australia, its officers, employees, agents or volunteers (including Championships Officials).

.....  
Signature of Participant

.....  
Date

.....  
Name of Participant

.....  
Signature of Guardian  
(if participant under 18)

.....  
Date

Home/work phone number: .....

Mobile contact number: .....

.....  
Name of Guardian

.....  
Signature of Bowls Australia Ltd.

.....  
Date

## AUSTRALIAN UNDER 18 BOWLERS

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### CODE OF CONDUCT

All Bowlers shall:

1. obey all reasonable instructions given by Championships Officials or Team Officials;
2. conduct themselves with good sportsmanship and etiquette at all times;
3. comply with such dress regulations as are in place during, before and after the Championships;
4. comply with such Club rules as apply throughout the Championships, including, but not limited to, those in respect of gambling;
5. not engage in smoking or drinking alcohol at any time during the Championships;
6. not engage in the use of illegal or banned substances at any time during the Championships;
7. remain within the confines of the Club or playing venue, the hotel/motel or such other place as the relevant Team is located, unless prior permission is given to the National Under 18 Bowler to leave the location of the Team by an authorised Team Official;
8. not engage in any harassment, discrimination, vilification or other conduct prohibited by the Bowls Australia Member Protection Policy as in force from time to time.

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Signature of Participant

.....  
Date