



## **Pickleball Introductory Day Waiver Agreement**

**Between:**

Orange City Bowling Club Ltd ("Club") and the Participant ("Participant")

**Event Dates:**

Saturday, 2nd November 2024 & Sunday, 3rd November 2024

**Event Address:**

Orange City Bowling Club Ltd  
61-89 Warrendine Street, Orange, NSW 2800

**Participant Information:**

- **Full Name:** \_\_\_\_\_
- **Address:** \_\_\_\_\_
- **Emergency Contact Name:** \_\_\_\_\_
- **Emergency Contact Number:** \_\_\_\_\_

### **1. Acknowledgment of Risks**

The Participant acknowledges that participation in the Pickleball Introductory Day involves inherent risks, including but not limited to, the risk of personal injury, property damage, and economic loss. The Participant understands and accepts that while the Club may take reasonable measures to minimise these risks, it cannot eliminate all risks associated with participating in pickleball activities.

## **2. Release and Indemnity**

In consideration of being allowed to participate in the Pickleball Introductory Day, the Participant agrees to release, indemnify, and hold harmless Orange City Bowling Club Ltd, its officers, employees, contractors, agents, and representatives (collectively referred to as “the Club”) from any claims, demands, actions, or causes of action, including any liability or responsibility for any injury, loss, or damage to the Participant or their property arising out of or connected with their participation in activities at the Club, whether caused by the negligence of the Club or otherwise.

## **3. Role of Love Pickle Club Pty Ltd as Event Organiser**

The Participant acknowledges that Love Pickle Club Pty Ltd is acting as the event organiser on behalf of the Club. By enrolling in the event, the Participant agrees to release Love Pickle Club Pty Ltd, its directors, employees, and agents from any claims, demands, or causes of action arising from their participation in the Pickleball Introductory Day.

## **4. Assumption of Responsibility**

The Participant agrees to act safely and follow the instructions provided by the Club’s staff and event organisers during the Pickleball Introductory Day. The Participant agrees to report any safety concerns or incidents immediately to event staff.

## **5. Medical Fitness Declaration**

The Participant declares that they are physically fit and able to participate in the Pickleball Introductory Day. The Participant agrees that it is their responsibility to inform the Club of any pre-existing medical conditions or injuries that may affect their participation. The Participant consents to receive medical treatment deemed necessary in the event of an injury, accident, or illness during the event, and agrees to cover all associated costs.

## **6. Insurance and Costs**

The Participant acknowledges that the Club does not provide personal accident, medical, or health insurance coverage for event participants. The Participant is responsible for obtaining any such insurance coverage at their own expense.

## **7. Use of Facilities and Equipment**

The Participant agrees to use the Club’s facilities and equipment in accordance with the guidelines provided and to immediately report any damage, defects, or unsafe conditions. The Participant acknowledges responsibility for any equipment issued during the event and agrees to return it in the same condition.

## **8. Parental/Guardian Consent**

Where the Participant is under 18 years of age, a parent or legal guardian must provide consent for the minor to participate in the Pickleball Introductory Day. The parent or guardian must accept the above waiver conditions on behalf of the minor.

## **9. Photography and Media Release**

The Participant consents to the Club's use of photographs, video recordings, or other media taken during their participation for promotional and marketing purposes. The Participant understands that no compensation will be provided for such use.

## **10. Behaviour and Safety Compliance**

The Participant agrees to comply with all safety instructions and event rules, including wearing appropriate sports attire and footwear. The Participant acknowledges that failure to comply with safety instructions or any form of inappropriate behaviour may result in immediate removal from the event without refund.

## **11. Emergency Contact and Medical Authorisation**

The Participant agrees to provide an emergency contact number and authorises the Club to seek emergency medical assistance on their behalf if necessary. The Club is not liable for any costs incurred due to medical treatment or transport in the event of an emergency.

## **12. COVID-19 Acknowledgment and Compliance**

The Participant acknowledges the ongoing risks associated with COVID-19 and agrees to adhere to all health guidelines and protocols in place at the time of the event, including physical distancing, hygiene practices, and health screenings. The Participant agrees not to attend if experiencing symptoms of COVID-19 or after recent close contact with a confirmed case.

## **13. Compliance with Club Rules and Code of Conduct**

The Participant agrees to comply with all Club rules, regulations, and codes of conduct while on Club premises. This includes refraining from disruptive, dangerous, or inappropriate behaviour, and adhering to all directions provided by event staff and Club representatives. Violations of these rules may result in removal from the premises and potential exclusion from future events.

#### **14. Assumption of Risks Related to Weather Conditions**

The Participant acknowledges that the event may be affected by weather conditions and agrees to exercise caution in the event of rain, wind, or other weather-related risks. The Club reserves the right to cancel or reschedule activities due to unsafe weather conditions, and the Participant will be informed promptly in such cases.

#### **15. Minor Consent and Supervision**

For participants under the age of 18, the parent or legal guardian understands that they are responsible for ensuring appropriate supervision and safety of the minor during the event. By signing this agreement, the parent or legal guardian accepts all the above terms on behalf of the minor participant.

#### **16. Declaration of Understanding**

By signing this waiver, the Participant confirms that they have read, understood, and voluntarily agreed to all terms and conditions stated above. The Participant understands that this agreement is legally binding and intends to fully release all claims to the extent permitted by law.

#### **17. Compliance with Applicable Laws**

The Participant agrees to comply with all applicable laws, regulations, and guidelines of New South Wales, Australia, while participating in the Pickleball Introductory Day. This includes compliance with health and safety standards, event guidelines, and legal requirements related to the use of Club facilities.

#### **18. Jurisdiction and Governing Law**

This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising out of or in connection with this waiver shall be subject to the exclusive jurisdiction of the courts of New South Wales.

#### **19. Binding Effect**

This Waiver shall be binding upon the Participant, their heirs, next of kin, executors, administrators, and assigns.

# Acceptance of Waiver Terms

By signing below, the Participant acknowledges that they have read, understood, and voluntarily agree to the above terms. The Participant acknowledges that signing this Waiver is a condition of participating in the Pickleball Introductory Day.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Signature : \_\_\_\_\_ Date: \_\_\_\_\_  
(if under 18)