





GIG WANL PARTICIPATION AGREEMENT

1) INTRODUCTION

Netball WA (NWA) offers talented athletes and officials the platform to perform in the State's premier competition, known as GIG WA Netball League (GIG WANL). Participants at this competition include Players, Coaches, Umpires, Score Bench, Physiotherapists, and other Volunteers/Officials.

2) GENERAL

- a. You are registering to apply to participate in the GIG WANL competition. Registration must be completed on the GIG WANL registration form via PlayHQ, and pay any fees specified in the form.
- a. By registering via PlayHQ you agree to participate in GIG WANL on the terms and conditions set out in this Agreement.
- b. The terms and conditions of this Agreement will apply for the year of competition.
- c. You acknowledge and agree that the primary purpose of this Agreement is to set out the terms and conditions of your participation in netball activities relating to GIG WANL and, if your application is accepted, this agreement does not create a relationship of employment.

3) POLICY

- a. You agree to comply with participation related policies and procedures on the NWA website, as listed on the website links below. https://netball.com.au/integrity-policies https://wa.netball.com.au/policies-procedures
- b. You agree to comply with the GIG WANL Competition protocols as outlined in the GIG WANL Rules and Regulations Manual, as well as any lawful and reasonable directions given to you by NWA representatives in relation to GIG WANL.
- c. These Terms and Conditions may be amended from time to time by NWA.

4) PARTICIPANT SAFETY AND WELLBEING

NWA is committed to providing a safe environment for everyone participating in GIG WANL.

- a. You agree that you are fit and able to participate in netball activities and NWA will continue to rely upon this declaration as evidence of your fitness and ability to participate.
- b. You authorise NWA personnel or their authorised representatives, in the event of any injury or illness where you cannot decide for yourself, to obtain on your behalf and at your expense, any medical assistance, treatment and transportation as deemed necessary.
- c. You acknowledge and agree that you are responsible for covering all out-of-pocket medical expenses associated with your health and injury management. This excludes any eligible claims through NWA's membership insurance policies.

5) CODE OF CONDUCT

As a participant you agree that you will:

- a. play within the spirit of Netball, play by the rules, and abide by the policies and GIG WANL Competition protocols that form part of these terms and conditions.
- b. show respect and be courteous to all participants involved in GIG WANL.







- c. not engage in conduct which discourages fairness, respect, and diversity during their participation in GIG WANL (this includes bullying, harassment, and discrimination in respect of any person, including other participants) or engage in behaviours that may bring the sport into disrepute or cause the sport reputational damage. This includes all NWA and GIG WANL events.
- d. follow directions from an NWA employee, volunteer, or other authorised GIG WANL staff.

Serious or ongoing breaches of the Participation Agreement will not be tolerated. Those who breach the Participation Agreement risk being asked to leave the premises and/or being prohibited from attending the premises, events, or fixtures in future.

6) RELEASE AND INDEMNITY

- a. You acknowledge that netball, and your participation in Netball Activities carries some risk.
- b. You agree that NWA's respective directors, officers, employees, volunteers, members, servants, agents or contractors carrying out work on behalf of or at the request of NWA (the *Indemnified Persons*) will not be liable to you for any loss, damage, liability, costs or expense (including injury of any kind) arising from or in connection with, directly to indirectly, any act, omission or fault of any person in respect of:
 - i. your membership and involvement in the netball activities relating to GIG WANL.
 - ii. any disciplinary action taken against you by NWA, members, respective directors, officers, employees, volunteers, members, servants, agents, or contractors.
 - iii. any issue arising out of your selection or non-selection to GIG WANL netball activities; and
 - iv. except to the extent that any loss, damage, liability, costs, or expense (including injury of any kind) is the result of negligence of the Indemnified Persons.
- c. You indemnify and release the Indemnified Persons in relation to any loss, damage, liability, costs, or expense (including injury of any kind) which may be incurred by you. Any claims taken or made against the Indemnified Persons in connection with any injury, illness, loss, or damage suffered by you, to the extent that such injury, illness, loss or damage is a result of your negligence.

7) RIGHT TO USE IMAGE

You acknowledge and consent to photographs and electronic images being taken of yourself during your participation in GIG WANL netball activities. You grant to NWA a perpetual, irrevocable, royalty-free licence to use or sub-licence the use of my name, voice, signature, trade mark, image, likeness, performance and photograph, and any reproduction thereof (*Attributes*) for the publicity and the promotion of GIG WANL, netball in general, game development or NWA, on any materials including, but not limited to, newspapers, magazines, motion pictures, match programs, season guides, broadcasts, narrowcasts, telecasts, webcasts, billboards and all other media.

8) PRIVACY

NA Privacy policy will apply to the collection, use, disclosure and storage of the personal information contained in the GIG WANL registration form. A copy of the NA Privacy Policy is available <u>here</u>.

a) You acknowledge that NWA can use the personal information collected from the GIG WANL registration form to process registration and facilitate your participation in GIG WANL.





b) You agree that NWA may also use or disclose this information to send your information or offers relating to GIG WANL or other netball-related programs or for research and development purposes or for other purposes as outlined in NA's Privacy Policy.

9) DECLARATION

You acknowledge that you have read and agreed to the terms of this agreement for the year of Competition (1 December to 30 November).

You understand and agree to abide by the governing bodies' rules and competition by-laws.

You acknowledge this Participation Agreement cannot be amended. If amended, your application will be null and void and not capable of acceptance by NWA.

If you are under 18 years of age, you acknowledge that your parent/guardian has read this agreement and agrees to your participation in GIG WANL.

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