**ESPERANCE HOCKEY ASSOCIATION**

**CASUAL PLAYER FORM-**

**RISK ACKNOWLEDGEMENT AND WAIVER CONSENT**



**DATE:**

**Participant name:**

**Parent or legal guardian name** (if Participant is under 18 years of age):

You understand that:

There are inherent risks associated with participation in the recreational services provided by Esperance Hockey Association (EHA), which may result in personal injury (even of a serious nature) to the Participant and that you fully accept and agree to bear those risks. Prior to you, or the Participant, participating in any recreational services provided by EHA, you should ensure that you are aware of all the risks involved, including those risks associated with any condition that you, or the Participant, may have.

This form may be signed by the Participant, if the Participant is 18 years of age or over or by the parent or legal guardian of the Participant if the Participant is under 18 years of age.

**Participants under 18 years of age**

If you are the parent or the legal guardian of the Participant, by signing this form you acknowledge and agree that you understand that the Participant’s participation in the recreational services provided EHA may involve risk including personal injury to the Participant.

**Participants 18 years of age or over**

**For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth), and (Western Australia) applies**

By signing your membership application, you agree that the liability of Esperance Hockey Association 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 (as that term is defined in the Civil Liability Act 2002 (WA)) for any:

a. death;

b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); c. the contraction, aggravation or acceleration of a disease;

d. 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:

i. that is or may be harmful or disadvantageous to you or the community;

ii. 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.

**Excluding, restricting or modifying your rights:**

Under section 42 of the *Fair-Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a ***third-party*** ***consumer***).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third-party consumer suffer personal injury.

**Important**

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

**Agreement to exclude, restrict or modify your rights:**

I agree that the liability of Esperance Hockey Association for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded

**Definitions:**

**1.** ***Recreational services*** are services that consist of participation in:

* a sporting activity or similar leisure-time pursuit; or
* any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

**2.** ***Personal injury*** is bodily injury and includes mental and nervous shock and death.

**Player Name:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date** |  |  |  |  |
| **Team Name** |  |  |  |  |
| **Payment $10** |  |  |  |  |
| **Signature** |  |  |  |  |
|  |  |  |  |  |