**Terms and Conditions for Membership**

1. Applications for membership to Newman Breakers Water Polo Club (NBWPC) are open to all persons subscribing to the objects of the club and who pay the subscription fees and such other fees which the club may from time to time impose. The Committee will receive all applications and may admit or refuse any applications at its discretion, provided that the Committee shall not refuse any application by reason only of a person’s sex, race, religious, or political beliefs, or physical capacity.

2. Membership applicants under the age of 18 must be completed by a parent or guardian. The parent or guardian is the responsible party for the membership.

3. In applying, you acknowledge that the club (whether by it’s proprietor, manager, employees, agents or servants) shall not be liable for any loss, damage or injury suffered or occasioned by you as a consequence of our entry upon the premises and/or you use of any of the facilities, equipment or programs within the premises.

4. In applying you agree to accept and abide by the respective rules, regulations, codes of conduct, policies and guidelines of Newman Breakers Water Polo Club, Water Polo Western Australia Inc. and Water Polo Australia Ltd This includes member protection, privacy, mouthguard, grading policies and that failure to comply may result in disciplinary action or cancellation of membership.

5. In making this application, you declare that you are medically and physically fit and able to participate in any club activities. You are not and must not be a danger to yourself or to the health and safety of others. You will immediately notify the club in writing of any change to your medical condition, fitness and ability to participate.

6. Privacy statement - please refer to the privacy statement on the club’s website.

7. Use of images: you consent to the club, using your name, image, likeness and also your performance in or of any club activity at any time to promote the objects of the club, by any form of media, unless specifically advised otherwise.

8. You warrant that all information provided is true and correct. You acknowledge that this membership declaration cannot be amended. If you do amend it your application will be null and void and cannot be accepted by the club.

9. You have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. You acknowledge that if your application for membership is successful you will be entitled to all benefits, advantages, privileges and services of Newman Breakers Water Polo Club Membership.

10. The club reserves the right to alter or update membership terms and conditions.

11. Credits and refunds for missed training sessions or games - the club does not offer make up sessions. Refunds, if granted, incur a minimum administration fee of $350. All membership queries are to be directed to the club via email to [registrar@breakerswaterpolo.org](mailto:registrar@newmanbreakerswaterpolo.org).

12. The club reserves the right to alter daily operating hours, programs and services at any time.

13. As teams are graded in the State Junior League Competition, Newman Breakers Water Polo Club has the right to grade individuals and allocate to the appropriate team in accordance with the Club’s grading policy (refer to website).

14. I acknowledge that WPWAI and NBWPC has adopted a policy which makes wearing mouth guards compulsory during matches conducted or authorised by WPWAI. I have freely made the decision whether or not to wear a mouth guard. I release and forever discharge NBWPC and any agent or employee of NBWPC and any other person from all claims, actions, suits and demands of every description whatsoever which, but for the execution of this Agreement, I could or might have by reason of or arising out of my decision not to wear a mouth guard during water polo matches.