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DUTY OF CARE – PLAYER

Townsville City Netball Association Incorporated's Junior competition structure provides players the freedom to play beyond a player's chronological age division, where appropriate. This is at the discretion and responsibility of a player's club and the player's parents/guardian who have a duty of care to ensure that the player's physical and mental/emotional health is the utmost priority. The club and the parents'/guardian's need to determine whether the player has the skills, ability, physicality, and mental/emotional capabilities of playing above the player's age division.

Indemnity and Waiver:

I hereby acknowledge and agree that:

1. I am the parent/guardian of the abovenamed player ('**Player**') and confirm that I take responsibility to ensure the Player is playing in the correct division for the Player's physical, mental, and emotional capabilities.
2. The Player has the skills, ability, physicality and mental/emotional capacity to play in the chosen division.
3. I have consulted with my club president to ensure the Player is playing in a division that provides them a safe opportunity to develop the Player's netball skills.
4. I have discussed with my club any inherent risks of accident and/or injury present which may be greater when the Player is playing outside of the Player's correct division.
5. It is a condition of the Player's participation in Townsville City Netball Association Incorporated's Junior competition structure including the freedom to play beyond a player's chronological age division, where appropriate, that the Townsville City Netball Association Incorporated and its servants, agents, officers, officials, volunteers and other participants ('**Indemnified Parties**') are absolved from all liability whatsoever and howsoever arising from injury or damage whatsoever and howsoever caused arising out of participation in any activities organised by the Indemnified Parties ('**Activities**') in any way and arising out of the presence of any persons whatsoever and including due to any negligent act or omission or breach of duty.
6. I hereby to the full extent permitted by law, waive all of my legal rights of action against and fully release the Indemnified Parties for loss, damages, injury or death howsoever arising out of or in relation to my participation in the Activities including without limitation, liability for any negligent tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Indemnified Parties.
7. I warrant that the Player is in a state of good health and fitness to the levels required to compete or participate in the Activities knowing the inherent risks and I have no reason to expect any medical complications arising from this.
8. Should the Player suffer any injury, accident and/or illness whilst participating in the Activities, I authorise an officer, servant or agent of the Indemnified Parties to obtain or

authorise for me or on my behalf any medical assistance or treatment including executing permission forms and other necessary medical documents which they may in their unfettered discretion consider expedient and I agree to pay all costs, fees, expenses or otherwise whatsoever which may be occasioned or incurred as a result. All of the above may be delegated to any paramedic, nurse or medical practitioner nominated by an officer, servant or agent of the Indemnified Parties.

9. I confirm that I am aware it is recommended that the Player seek medical advice before participating in the Activities.
10. I confirm that the Player has engaged in the Activities freely, voluntarily and absolutely at my own risk and that I have a full appreciation of the nature and the extent of all risks involved in the Activities.
11. This waiver and indemnity shall bind me and my executors, successors, representatives, heirs or assigns. If any portion of this indemnity and waiver is invalid, I agree that the remainder of the indemnity and waiver shall remain in full force and effect.
12. I agree to unconditionally and irrevocably indemnify the Indemnified Parties against any and all damages or loss to persons or property and all costs and expenses which are incurred by or claimed from the Indemnified Parties in relation to the Activities the Player participates in.
13. I have been afforded the opportunity and time to read this indemnity and waiver and I have read the indemnity and waiver.
14. I have understood the terms of the indemnity and waiver.
15. I have not been pressured or influenced to sign the indemnity and waiver and I have signed it of my own free will.
16. I have been afforded the opportunity to obtain independent legal advice on the terms of this indemnity and waiver.
17. I am aware that by signing this indemnity and waiver, I am waiving certain rights I or my executors, successors, representatives, heirs or assigns may have had.

