



Membership Declaration 2011

I[insert name]
of[insert address] hereby apply for membership of Lacrosse Victoria.

In consideration of my application for membership being accepted I **acknowledge and agree** that:

1. In this membership declaration:

"**Affiliated Club**" means an affiliated member of Lacrosse Victoria *.

"**Claim**" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence but does not include a claim against a lacrosse organisation under any right expressly conferred by its constitution or regulation.

"**Lacrosse Activities**" means performing or participating in any capacity in any authorised or recognised lacrosse activity endorsed by Lacrosse Victoria.

"**Lacrosse Organisation**" means and includes LV, ALA and where the context so permits, their respective directors, officers, members, servants or agents.

"**LV**" means Lacrosse Victoria Incorporated.

"**ALA**" means Australian Lacrosse Association Limited.

2. **If my application for membership is accepted I will be a member** of Lacrosse Victoria

..... [insert name of Affiliated Club]. I acknowledge my membership will be deemed to be accepted upon my participation in lacrosse activities and I acknowledge that I will be bound by and agree to comply with the constitutions, regulations and policies of the lacrosse organisations of which I become a member.

3. **Warning:** Lacrosse activities can be inherently dangerous. I acknowledge that I am exposed to certain risks during lacrosse activities including but not limited to physical exertion, contact with lacrosse equipment (including stick, ball, shoes, protective eye-guards and headgear), body contact, ground contact, playing conditions (including indoor and outdoor surfaces/venues), weather, game associated items and fixed periphery ground items. I acknowledge that accidents can and do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in lacrosse activities.

4. **Exclusion of Implied Terms:** I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the lacrosse organisations (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this membership declaration. To the extent of any liability arising, the liability of the lacrosse organisation will, at the discretion of the relevant lacrosse organisation, be limited to the resupply of the services or goods or payment of the cost of having the services or goods supplied again.

5. **Release and Indemnity:** In consideration of Lacrosse Victoria accepting my application for membership I:

- (a) release and will release the lacrosse organisations from all claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any lacrosse activities; and
- (b) indemnify and will keep indemnified the lacrosse organisations to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with my membership and/or participation in any lacrosse activities.

6. **Fitness to Participate:** I declare that I am medically and physically fit and able to participate in any lacrosse activities. I will immediately notify Lacrosse Victoria in writing through my affiliated club of any change to my medical condition, fitness or ability to participate. I understand and accept that the lacrosse organisations will continue to rely upon this declaration as evidence of my fitness and ability to participate.

7. **Medical Treatment:** I consent to receiving any medical treatment that a lacrosse organisation reasonably considers necessary or desirable for me during my participation in lacrosse activities. I also agree to reimburse the relevant lacrosse organisation for any costs or expenses incurred in providing me with medical treatment.

Signed: Date:

8. **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of me during my participation in any lacrosse activities. I acknowledge and agree that such photographs and electronic images are owned by Lacrosse Victoria and that the lacrosse organisations may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to the lacrosse organisations using my name, image, likeness and also my performance in the lacrosse activities, at any time, by any form of media, to promote the lacrosse activities.

9.

YES (please tick)	<input type="checkbox"/>
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NO (please tick)	<input type="checkbox"/>
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 consent to my email address, provided on the registration form being used for by the lacrosse organisations for the specific purpose of informing me of information related to lacrosse activities.

10. **Privacy:** I understand that the information I have provided on the registration form and overleaf/above is necessary for the objects of the lacrosse organisations. I acknowledge and agree that the information will be disclosed by my affiliated club to Lacrosse Victoria and will only be used for the objects of the lacrosse organisations, lacrosse organisation general business and to provide me with membership services. I understand that I will be able to access the information through my affiliated club. If the information is not provided my membership application may be rejected.

I acknowledge that the lacrosse organisations may also use my personal information for the purposes of providing me with promotional material from lacrosse organisation sponsors or third parties. I may advise Lacrosse Victoria if I do not wish to receive from the lacrosse organisations, any sponsor or third party promotional material.

11. **Severance:** If any provision of this membership declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

12. **I have provided the information as required on the registration form and overleaf/above and have signed this declaration and the registration form.** I warrant that all information provided is true and correct. I acknowledge this membership declaration cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by Lacrosse Victoria.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.

Signed: Date:

Name:

Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian.

I, am **the parent or guardian** of the applicant. I authorise and consent to the applicant undertaking the lacrosse activities. In consideration of the applicant's membership in Lacrosse Victoria being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration, including the provision by me of a release and indemnity in the terms set out above. In addition, I agree to be bound by and to comply with the Lacrosse Victoria constitution and any regulations and policies made under it.

Further, I AGREE / DISAGREE (please circle as appropriate) to the applicant playing up two grades above their given age group.

Parent's signature: Date:
(where applicant under 18 years old)

Parent's name: