

ACT Veterans Athletic Club Inc.

GPO BOX 2356, CANBERRA, ACT 2601

CONDITIONS OF MEMBERSHIP

Upon signing the ACTVAC membership application form, or when renewing membership, an applicant agrees and acknowledges to having read and understood the following conditions of membership.

1. I apply for membership of ACT Veteran's Athletics Club, and hereby declare that as a member I undertake to respect the constitution and policies of ACTVAC and of its affiliated bodies, including Australian and regional athletics federations and the International Athletics Federation. I shall participate in athletics competitions or events in a fair and sporting manner and at all times behave in ways that respect the rights of other members, athletes and the public at large. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation before the authorities provided for in the rules and policies.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, AND APPLICANT'S RELEASE AND WAIVER OF LIABILITY

2. As a member, the Club has a contract with you to organize athletics and associated events for your safe involvement and participation. Put simply, the Club provides membership services to you. Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

a) I acknowledge and accept that athletics involves risks, including the possibility of injury, death, loss or damage. I understand that there are risks associated with: the climatic conditions or the areas in which athletics activities take place; sudden and unexpected changes in weather; physical exertion for which I may not be prepared; difficulties in evacuation if I am, or become, disabled.

b) In relation to athletics and associated events organized by the Club or its affiliates, I acknowledge that the Club relies on information provided by me, and I state that all such information is accurate and complete.

c) I accept my obligation to disclose any pre-existing medical or other condition that may increase the risk that either I or any other person will suffer injury, loss or damage related to involvement in Club events.

d) I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during an event, and I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any mind-altering substance.

e) I agree with the Club in connection with the organization of athletics and associated events. If I fail to comply with the Club's rules and/or directions, the Club has the right to cease my involvement in the event, without financial compensation.

f) I indemnify the Club, and release it from any claims, to the extent permitted by law, for any injury, loss, or damage suffered by me or by any other person arising from or in connection with my involvement in Club events.

g) I agree to indemnify the Club against all claims made by any other person against the Club in respect of any injury, loss or damage arising out of, or in connection with, my failure to comply with the Club's rules and/or directions.

h) I accept my obligation to report to the Club all accidents, injuries, loss or damage relating to my involvement in Club events before I leave the area of the event.

i) If I suffer any injury or illness, I agree that the Club may provide evacuation, first aid and/or medical treatment at

my expense and I accept and consent to the terms and conditions of such evacuation, first aid and/or medical treatment.

j) I acknowledge that I have read this assumption of risk and that I have sought and accepted any explanations, as required. I signed the membership application freely and voluntarily without inducement, and intend my signature to be a release and waiver of liability to the extent allowed by law.

PRIVACY STATEMENT

3. The ACT Veterans Athletic Club is committed to the protection and privacy of members' information. The Club's Privacy Policy is available at www.actvac.com.au under Constitution/Reports.

4. ACTVAC requires the information requested in its membership application form in order to provide you with the membership services of ACTMA. The Club uses information you provide only in accordance with the objects and purposes including providing you with membership services.

5. ACTVAC will not disclose any personally identifiable information obtained from you to other parties for purposes other than those stated above without your written consent, except in circumstances where disclosure is required to prevent a threat to health or life or is authorised by law or reasonably necessary to enforce the law. The ACTVAC stores members' personal information on a database protected by appropriate security protocols. Members can obtain copies of their personal information held by the Club through application to the Club's Secretary.

ANTI-DOPING

6. You are bound by the Australian Masters Athletics Inc (AMA) Anti-Doping Policy. This policy applies to:

- a) Any person competing in any competition under the control of AMA or on any facilities of the AMA.
- b) Any person who has competed, or who has used AMA facilities, in the last 12 months.
- c) Any person who is a member of the association affiliated to the AMA.
- d) Any person taking part in or involved with any sporting activity conducted by or authorised by the AMA.
- e) Any person who administers, manages, coaches or assists in athletics.

7. Copies of the Australian Masters Athletics Inc (AMA) Anti-Doping Policy are available from the office of AMA and on the World Masters Athletics (WMA) [website](http://www.world-masters-athletics.org/files/antidoping/Anti-Doping_Rules-2009.pdf). [URL: http://www.world-masters-athletics.org/files/antidoping/Anti-Doping_Rules-2009.pdf]

8. AMA and its authorized officers have the power to search bags, possessions, and clothing for prohibited substances and to take, keep and analyse any substance which is found. A drug-testing agency may select you to provide samples for testing whether in Australia or overseas.

- a) Should I participate in an athletic event where a drug test is conducted under the AMA Drug Test Regulations, I agree to submit to such drug tests.
- b) I accept the conditions regarding blood tests and accept to undergo blood tests.
- c) I agree that the results of the analysis may be made public and communicated in detail to my club, team or sponsor or to my coach or doctor.
- d) I agree that all urine samples taken shall become the property of the AMA which may have them analysed especially for purposes of health protection, research and information.
- e) I agree that my doctor or the doctor of my club, team or sponsor may, on a request from the AMA, communicate to it a list of any medicines I took and treatment I underwent before any given competition.
- f) I undertake to submit any protests concerning drug abuse to the "Court of Arbitration for Sport" (CAS) whose decision I shall accept as final.

December 2009