



Mallee Murray Girls Cricket Carnival Mildura 17



6-8 October

www.malleemurrayregion.cricketvictoria.com.au

Consent & registration form

Full carnival itinerary & payment options for the carnival will be provided via email on receipt of this form

Player information

Surname (Player): _____ Given Name/s: _____

Address: _____

_____ Post Code: _____

Date of Birth: ____/____/____ Shirt size: _____ Home Telephone: _____

Email: _____ Mobile _____

Parent/s or Guardian/s Name/s: _____

Parent/Guardian Mobile Telephone: _____ Work Telephone: _____

Prior & Current Major Illness / Injuries / Medical Conditions / Allergies & Medication Requirements / Dietary requirements

Travel – tick your preferred pick-up / drop-off point. Places are limited.

- I'll find my own way to Mildura. Thanks anyway!
- Cohuna – Friday 6 October, 2.30pm / Sunday 8 October, 3:30pm
- Kerang – Friday 6 October, 3pm / Sunday 8 October, 3pm
- Swan Hill – Friday 6 October, 3:30pm / Sunday 8 October, 2:30pm
- Nyah – Friday 6 October, 3:50pm / Sunday 8 October, 2:10pm
- Tooleybuc – Friday 6 October, 4:10pm / Sunday 8 October, 2pm
- Robinvale – Friday 6 October, 5pm / Sunday 8 October, 1pm
- Ouyen – Friday 6 October, 5pm / Sunday 8 October, 1pm

Accommodation & meals (please tick)

- Yes, please help me out with meals and accommodation (5 meals & 2 nights accommodation)
- I'll just need lunch on Saturday 7th October
- No thanks, I don't need anywhere to stay or anything to eat, but thanks anyway!

Total amount due = \$20

Full details regarding payments, accommodation, meals, travel, what to bring and carnival activities will be provided upon receipt of this form

Preferred Club – tick the team that you would like to play for in the carnival

- | | |
|---|--|
| <input type="checkbox"/> Murray Downs Diamonds (Swan Hill) | <input type="checkbox"/> Northern Districts (Barham, Boort, Cohuna, Gunbower, Kerang, Leitchville) |
| <input type="checkbox"/> Ouyen / Underbool / Tempy | <input type="checkbox"/> Robinvale |
| <input type="checkbox"/> Coomealla Wentworth | <input type="checkbox"/> Merbein South |
| <input type="checkbox"/> Mildura East | <input type="checkbox"/> Mildura Settlers |
| <input type="checkbox"/> Mildura West | <input type="checkbox"/> Nichols Point |
| <input type="checkbox"/> Red Cliffs | <input type="checkbox"/> Irymple |
| <input type="checkbox"/> Workers Gol Gol | |
| <input type="checkbox"/> I can't choose 'cos they all sound pretty awesome, could you please pick for me? | |
| <input type="checkbox"/> I want to enter my own team – please provide details _____ | |

Activities – tick the activities you will be participating in during the carnival (the more the better!)

- Friday night – Clinics under lights with Aussie legend Cathryn Fitzpatrick, Red Cliffs, 6-8pm
- Saturday – 3 matches, clinics, lunch & the Renegades Roadshow, Mildura, 10am-5pm
- Saturday night – 'Minute to Win It' night, Irymple, 6:30-8:30pm
- Sunday morning – Final round of matches (all teams) and presentations, Mildura, 10am-12pm

Other stuff

- Tick if you *don't* want to receive information on other cricket opportunities from your team including the new Sunraysia junior girls competition and the Cricket Victoria State Championships
- Tick if you *don't* want your photo taken during the carnival
- Tick if you know someone who may want to be involved eg. Coaching, scoring, coordinating, umpiring, bus driver etc.
If yes, please provide details _____
- Tick if you promise to tell a friend about the Mallee Murray Girls Cricket Carnival

Declaration

I have read, or have had read to me, the below conditions and having understood the same, I consent to the activities proposed. I acknowledge that if this application to participate in the Program is successful the Player will be entitled to participate in the Program.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: ____/____/____

**Please return this completed form (page 1 & 2) by email or mail to:
mmgirlscricket@gmail.com or 101A Ninth St Mildura Vic 3500**

I am the parent or guardian of the Player. I authorise and consent to the Player undertaking the Mallee Murray Girls Cricket Carnival (Carnival). In consideration of this application to participate in the Program being accepted, I expressly agree to be responsible for the Player's behaviour and

agree to accept in my capacity as parent or guardian, the terms set out in this declaration, including the provision by me of a release and indemnity in the terms set out below. In addition, I agree to be bound by and to comply with Mallee Murray Region's rules or any rules or directions or other instructions from the Mallee Murray Region or any rules of the Carnival. I make this declaration on behalf of myself (as parent or guardian of the Player) and on behalf of the Player.

1. Mallee Murray or Mallee Murray Region for the purposes of this declaration means the Mallee Murray Cricket Region Incorporated which is an affiliate of the Victorian Country Cricket League (VCCL) and Victorian Cricket Association trading as Cricket Victoria (CV) including adoption of the policies of those bodies.
 2. I agree that the Player and I will abide by and comply with these terms and conditions at all times while participating in the Carnival.
 3. If accepted, the Player will be permitted to participate in the Carnival subject to him/her and me complying with the terms and conditions of the use of the Carnival contained in this declaration and any reasonable direction issued by Mallee Murray or its representatives.
 4. This document cannot be amended. If it is amended the application to participate in the Program will be null and void and cannot be accepted by CV.
 5. Insurance is in place that may provide limited cover to the Player whilst he/she is participating in the Program. I acknowledge and agree that this insurance may not provide full indemnity for loss, damage or injury that the Player may suffer during participation in the Carnival and that I may have to pay the excess if a claim is made on the Player's behalf. I also acknowledge that Mallee Murray Region does not make any representations about the suitability of any insurance. I agree that the Player's own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account Mallee Murray's insurance arrangements and the Player's own circumstances.
 6. This declaration comprises a contract between me and Mallee Murray which is necessary and reasonable in order to provide the Carnival.
 7. Risk Warning and Waiver: The Player's participation in the recreational activities supplied by Mallee Murray is inherently dangerous and may involve risk. There are risks specifically associated with participation in the recreational activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you and the Player are aware of all of the risks involved, including those risks associated with any health condition the Player may have. By signing this form, you acknowledge, agree, and understand that participation in the recreational services provided by Mallee Murray may involve risk. You agree and undertake any such risk voluntarily and at your and the Player's own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.
 8. For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies: By signing this form, you agree that the liability of Mallee Murray in relation to the recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) 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; or
 - 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; or
 - 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 and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.
 9. For recreational services to which the Australian Consumer Law (Victoria) applies: Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, CV, is required to ensure that the recreational services it supplies to you and the Player:
 - a. are rendered with due care and skill;
 - b. are reasonably fit for any purpose which you or the Player either expressly or by implication, make known to the supplier; and
 - c. might reasonably be expected to achieve any result you or the Player have made known to the supplier.Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights and those of the Player to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if the Player is killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

Note: The change to your rights and the Player's rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. 'Gross negligence' in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of CV for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.
10. Release and Indemnity: In consideration of Mallee Murray accepting this application to participate in the Carnival, I to the extent permitted by law:
 - a. release and forever discharge Mallee Murray from all Claims that I or the Player may have or may have had but for this release arising from or in connection with the Player's participation in the Carnival;
 - b. release and indemnify Mallee Murray against any Claims which may be made by the Player, or on the Player's behalf for or in respect of or arising out of the Player's death whether caused by the negligence or breach of contract by Mallee Murray or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified and hold harmless Mallee Murray to the extent permitted by law in respect of any Claims by any person:
 - i. arising as a result of or in connection with the Player's participation in the Program; and
 - ii. against CV in respect of any injury, loss or damage arising out of or in connection with my or the Player's failure to comply with CV's directions,save that the above releases shall not apply to the extent that the loss, damage or injury that is the subject of the Claims is caused or contributed to by the grossly negligent act or omission of CV. In this clause 10 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Program including but not limited to

negligence but does not include: (a) a claim against Mallee Murray by any person expressly entitled to make a claim under a Mallee Murray insurance policy; or (b) a claim against Mallee Murray under any right expressly conferred by its constitution or regulations.

11. **Fitness to Participate:** I warrant that prior to undertaking the Carnival the Player: (a) is and must continue to be medically and physically fit and able to undertake and participate in the Carnival; (b) is not a danger to him/herself or to the health and safety of others; (c) has not at any time suffered from any blackout, seizure, convulsion, fainting or dizzy spells; and (d) is not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for the Player to take part in the Carnival. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either the Player or any other person will suffer injury, loss or damage. I acknowledge that Mallee Murray on information provided by me and that all such information is accurate and complete. I agree to report any accidents, injuries, loss or damage suffered by the Player during the Carnival to Mallee Murray before leaving any relevant venue.
12. **Exclusion of Player:** I warrant that the Player has not at any time been excluded from any Mallee Murray activity by a medical practitioner or any person or entity including but not limited to Mallee Murray. I acknowledge and agree that Mallee Murray may demand a medical certificate or opinion as to the Player's fitness from a qualified medical practitioner prior to the Player undertaking the Carnival.
13. **Medical Treatment:** If the Player suffers any injury or illness, I agree that Mallee Murray and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment. I also agree to reimburse Mallee Murray for any costs or expenses incurred in providing the Player with such medical treatment.
14. **Bar to proceedings:** Mallee Murray may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of the Player or any person claiming through the Player. Where I seek to commence proceedings against Mallee Murray, I: (a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs; (b) waive any right to object to the exercise of such jurisdiction; (c) will, where I seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by Mallee Murray) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by Mallee Murray to remove the proceedings to the jurisdiction in which any incident occurs; (d) will pay the costs of any application made by Mallee Murray under paragraph (c) above and will consent to any application for security of costs made at any time by Mallee Murray; and (e) consent to paying the legal defence costs of the proceedings (on a solicitor client basis) of Mallee Murray where Mallee Murray successfully defends the proceedings.
15. **Governing law:** The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). I irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.
16. **Right to Use Image:** I acknowledge and consent to photographs and electronic images being taken of the Player during his/her participation in the Carnival. I acknowledge and agree that such photographs and electronic images are owned by Mallee Murray and that Mallee Murray may use the photographs for promotional or other purposes without my further consent being necessary. Further, I consent to Mallee Murray using my name, image, likeness and also the Player's performance in the Carnival, at any time, by any form of media, to promote Mallee Murray or the Carnival.
17. **Prevailing conditions:** The Carnival and the conduct of, and participation in the Carnival can and will be affected by weather and associated conditions that may change without warning. Given there is often an element of "luck of the prevailing conditions" in participating in the Carnival I acknowledge and agree the Carnival organisers cannot control the weather and associated conditions. I accept that in the event of extreme weather conditions Mallee Murray reserves the right to alter the format of, shorten, or cancel the Carnival in the interest of participant safety. Should prevailing weather conditions force any change I accept that Mallee Murray is not obliged to provide any refund to me, nor to provide a credit or transfer for me to another Mallee Murray program, nor to conduct the Program on another date, as weather and associated conditions are beyond the control of Mallee Murray.
18. **Severance:** This agreement (and any documents it refers to) constitute the entire agreement between the parties in respect to the Carnival and supersedes all other agreements, understandings and representations and negotiations with Mallee Murray in relation to the Carnival. If any provision of this application and 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 declaration or affect the validity or enforceability of it in any other jurisdiction.
19. I warrant that all information provided is true and correct.
20. **Use of email address:** I consent to receiving electronic material from Mallee Murray or its authorised representatives.
21. I am fully responsible for the security of the Player's personal possessions while participating in the Carnival. Mallee Murray will not be liable for replacement of any personal possessions.
22. **Privacy:** I understand that the Player's and my personal information provided in this application is necessary for the conduct and management of the Carnival and other related activities and that it is collected in accordance with Mallee Murray's Privacy Policy (available from <http://www.cricketaustralia.com.au/privacy>). I acknowledge that Mallee Murray's may use or disclose the Player's personal information for the purposes of providing me or the Player with services relating to the Carnival or promotional material or otherwise in accordance with the Mallee Murray Privacy Policy. Mallee Murray may share the Player's information with third parties such as affiliates and other organisations involved in the Carnival and other related activities on Mallee Murray's behalf including direct marketing; Mallee Murray's professional advisers, including Mallee Murray's accountants, auditors and lawyers and Mallee Murray's insurers; however the Player's information is not generally disclosed to anyone outside Australia. I understand that the Mallee Murray Privacy Policy contains information about how you may access and request correction of the Player's personal information held by Mallee Murray or make a complaint about the handling of the Player's personal information, and provides information about how a complaint will be dealt with by Mallee Murray. I acknowledge that this application and declaration may be rejected if the information is not provided. If I do not wish to receive promotional material from Mallee Murray sponsors and third parties I must advise Mallee Murray in writing or via the opt-out procedures provided in the relevant communication.

Please note the following: If the *Competition and Consumer Act 2010* or similar state laws operate so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of Mallee Murray for breach of warranties is limited to the: (a) re-supply of the Program and related activities; or (b) payment of the cost of having the Program and related activities supplied again.

