



PULMAN PARK GYMNASTICS PROGRAMME TERMS AND CONDITIONS & HOLIDAY PROGRAMME TERMS AND CONDITIONS

GYMNASTICS PROGRAMME TERMS AND CONDITIONS

Compliance with Rules and Personal Conduct

1. You agree to abide by all rules posted in and around the facilities or otherwise notified to you which relate to use of equipment, health and safety, personal conduct (including standard of dress), and the day to day operation of the facilities and surrounding areas.
2. You agree to act in a considerate and respectful manner while using the facilities. We reserve the right at our sole discretion to refuse or revoke access to any person displaying behaviour deemed unacceptable by staff without explanation and may terminate that person's participation in the gymnastics programme without refund.
3. Behaviour deemed unacceptable will include but is not limited to failure to follow staff directions, conduct which poses risk to the safety and wellbeing of staff or other facility users, acting in a disrespectful or threatening manner towards staff or other facility users, offensive use of language, and possession of inappropriate or dangerous items.

Health Risks and Medical Assistance

4. You acknowledge that our staff are not medically trained and cannot assess whether you can exercise without risking your health, safety or comfort. You agree to inform us of any of any injury, illness, condition or disability which may affect your ability to participate in the gymnastics programme.
5. In the event of that you suffer a medical emergency where a nominated emergency contact (or legal parent or guardian in the case of a minor) is not available or is unable to be contacted, we will proceed to administer medical assistance to you as deemed appropriate in the circumstances.

Limitation of Liability

6. You acknowledge there is an inherent possibility of injury or other dangers connected with any form of physical activity including the activity usually included the gymnastics programme and you accept your participation in the gymnastics programme and your use of the facilities is entirely at your own risk.
7. To the extent permitted by law, you agree not to hold us or our staff responsible for any claims, losses (including consequential or indirect losses) and expenses and costs (including legal costs) arising out of or in connection with my participation the gymnastics programme (including loss or damage to personal property) except in the case of gross negligence or a wilful act or omission on the part of us or our staff.
8. We may be prevented from meeting our obligations in relation to the gymnastics programme as a consequence of any cause or circumstance beyond our reasonable control. In these circumstances, we can suspend your use of the facilities and your fees will be suspended until the facilities are restored.

Indemnity

9. You agree to indemnify us for any claims, losses (including consequential or indirect losses) and expenses and costs (including legal costs) arising out of or in connection your failure to observe and comply with our rules or the directions of our staff.

Privacy

10. You acknowledge that personal information collected or held by us in connection your participation in the gymnastics programme and use of the facilities may be held, used and disclosed for the purposes of: **PULMAN PARK GYMNASTICS PROGRAMME TERMS AND CONDITIONS**

- (a) Processing your application for participation in the gymnastics programme;
- (b) Providing me with information and activities relating that we provide;
- (c) Providing your name and contact information to other participants in the gymnastics programme;
- (d) Publishing any of your gymnastics programme results in your facility or in our newsletters and our website;
- (e) Selecting and publicly naming competitors and teams to represent us;
- (f) Including your photograph or other imagery on our website, or other publication.

11. All personal information provided to us will be held securely by us in compliance with the Privacy Act 1993. Personal information and documentation collected and held may include contact details and medical information.

12. You have the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information concerning it held us.

13. If you use our online customer management systems, you are responsible for the safety, protection and security of access information such as user names and passwords.

Payment

14. Payment must be made in accordance with our payment policy, downloadable from our website https://brucepulmanpark.com/gymsport_recreation_centre/

Interpretation

15. Every reference to "you" or "your" means the participant in the gymnastics programme (and includes their parent and or guardian if applicable) and every reference to "we", "our" or "us" means Pulman Park.

HOLIDAY PROGRAMME TERMS AND CONDITIONS

Conditions of Attendance

I am the parent/guardian/caregiver of the participant who is under 18 years of age. I consent to the names and contact details being held by the Gymsport & Recreation Centre ("Centre") for the purposes of processing my registration as a participant; to provide me with information and activities relating to the Centre; contacting any of the person(s) named in an emergency involving the participant and enabling the Centre to comply with any statute, regulation, bylaw or other regulatory instrument that requires collection or disclosure of personal information.

I have voluntarily accepted and assumed the inherent risk of danger and injury in physical activities such as gymnastics/trampoline which involve movement, rotation and height in a unique environment. I will not hold the Centre or their staff responsible for any claims, losses and expenses/costs (including legal costs) which may arise from or in connection with participation in any activity authorised or recognised by the Centre except in the case of gross negligence or a wilful act or omission on the part of the Centre.

I will indemnify the Centre from all claims, losses and expenses (including legal expenses) suffered or incurred at any time as the result of failure to observe the regulations, guidelines and reasonable directions of the Centre.

I understand the "Centre" reserves the right to alter activities as advertised due to unforeseen circumstances. We will attempt to communicate any changes as best as possible.

I understand that my child may not bring any electronic devices, including laptops, cell phones, tablets or other valuable devices to the Programme, and i agree not to hold the centre responsible for any damage or loss of these devices.

In the unlikely event of an injury or illness occurring the Centre I will make every effort to contact the parent/guardian/caregiver listed on the registration form. By signing this form, I authorise the administration of such first aid as is considered necessary.

I understand and declare that my child:

My child is in good health and I will advise the Centre immediately in the event of any ailment likely or considered to be detrimental to the health of other participants.

My child will comply with all reasonable directions of the Centre staff.

If he/she commits any act of misconduct that in the opinion of the Centre Manager is detrimental to other participants or the good name of the Centre, or staff, he/she will have his/her registration terminated or suspended. There will be no refunds for suspension or termination.

No refunds will be offered unless I inform the Centre of my child's absence at least 24hours prior to the session they are booked in to attend, or I am able to produce a medical certificate in the case of illness or injury.

I understand that in submitting this application I am indicating my agreement with these terms and conditions.