



GYMNASTICS PROGRAMME TERMS AND CONDITIONS

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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 of 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: **BRUCE 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, which is available at https://brucepulmanpark.com/pulman_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 Bruce Pulman Park.

MEMBERSHIP DECLARATION

1. **Accuracy:** The details set out in this Membership Form are true and correct. If they change I acknowledge that I am required to notify my Club of the changes in writing as soon as possible after they occur. If the details provided are not true or are misleading I acknowledge my membership may be terminated at the discretion of my Club and Gymnastics NZ.

2. **Bound by Rules:** I will be bound by the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club, and Gymnastics NZ.

3. **Accept Risk of Gymnastics:** I have voluntarily accepted and assumed the inherent risk of danger and injury in Gymnastics.

4. **No liability:** I will not hold my Club or Gymnastics NZ or their respective officers responsible or any claims, losses and expenses and costs (including legal costs) which may arise from or in connection with my membership and/or participation in any activity authorised or recognised by my Club or Gymnastics NZ in the case of gross negligence or a wilful act or omission on the part of my Club or Gymnastics NZ.

5. **Indemnity:** I indemnify my Club and Gymnastics NZ from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club and Gymnastics NZ respectively.

6. **Medical Declaration:** I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental, that would affect my ability to safely participate in any authorised or recognised activities of my Club or Gymnastics NZ. If I am unsure about this declaration, or suffer from such a condition I have either listed it on this form or I am aware that I must bring it to the attention of my Club and Gymnastics NZ.

7. **Privacy:** I agree that my Club and Gymnastics NZ can collect, hold, use and disclose my personal information as provided on this Form (and any updated or additional personal information the Club or Gymnastics NZ obtains from me including any photo or other record of my image) for the purposes of:

- a. Processing my application for membership including notifying the Club and Gymnastics NZ of the information on this form for the purposes of the Club and Gymnastics NZ compiling a register of members, compiling a

- national database of members and participants (accessible only in accordance with the Constitution and Regulations of Gymnastics NZ), and for requesting me to renew if my membership lapses;
- b. Putting my name and contact information on my Club's membership list for use by other members of my Club;
 - c. Publishing any of my Gymnastics results in my Club and/or Gymnastics NZ's newsletters and on their websites;
 - d. Selecting and publicly naming competitors and teams to represent my Club and Gymnastics NZ at Gymnastics events;
 - e. Providing me with information and activities relating to my Club and Gymnastics NZ and other Gymnastics matters;
 - f. Including my photograph or other imagery on the Club and/or Gymnastics NZ website, in newsletters, annual reports, or similar official publications;
 - g. Enabling my Club and Gymnastics NZ to contact me with information about the products and services of Club or Gymnastics NZ sponsors or funders (unless I have opted out of receiving such information on the Membership Form);
 - h. Enabling my Club and Gymnastics NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
 - i. Retaining the information provided on this form if my membership lapses (as an inactive member) for a maximum period of three years for the above purposes; and
 - j. Any other purpose I agree to in writing.

8. Use, Security and Access: I understand that my personal information will only be used for the purposes listed in paragraph 7 and in accordance with the Gymnastics NZ Regulations, and that:

- a. My personal information will be held securely;
- b. I will have access to my personal information under the Privacy Act;
- c. My personal information will be corrected upon request.

9. Continued Membership: I understand that upon payment of my membership fee(s), if I am accepted to membership, I will become a member of my Club and Gymnastics NZ and that by paying such fee(s) by the due date(s), I will continue to be a member of my Club and Gymnastics NZ for the duration of my Membership as specified on this form and in accordance with the Gymnastics NZ Constitution, unless I resign or my membership is terminated.

10. Interpretation: Every reference to "I" and "my" in this document includes the gymnast and the parent/guardian/caregiver of the gymnast (if applicable).

Copies of constitutions, regulations, policies, manuals and guidelines of the Club and Gymnastics NZ can be obtained by contacting your Club or Gymnastics NZ via <https://www.gymnasticsnz.com>.

DECLARATION Parent/guardian/caregiver consent for members under 18 years:

I am the parent/guardian/caregiver of the gymnast who is under 18 years of age. I have read and understood this form and the Membership Declaration. I consent to the gymnast's application for membership on the basis set out in this form and the Membership Declaration. I also consent, or am authorised to consent, to the emergency contact details specified in this form being held by the Club and Gymnastics NZ for the purposes of contacting the person(s) named in an emergency.

If I am not a member myself, I also consent to my name and contact details as set out below, being collected, held, and used as the gymnast's parent, guardian or caregiver in accordance with the purposes set out in paragraph 7 of the Membership Declaration as if I were a member of Gymnastics NZ. I have read and acknowledged that references to the Club in the Membership Declaration will also apply to the Centre.