



Carnaby Kids Terms and Conditions

Definition	
Carnaby Kids	means the “Carnaby Kids school holiday program” facilitated by Curtin as described at https://www.curtin.edu.au/sport/social-sport-play/kids-holiday-program/
Curtin	means Curtin University (ABN 99 143 842 569) a body corporate constituted under the <i>Curtin University Act 1966</i> (WA)
Curtin Contact	means stadiumsports@curtin.edu.au
Curtin Stadium	means the stadium on Curtin’s premises described at https://www.curtin.edu.au/sport/
Stadium Terms and Conditions	means the terms and conditions applying to all activities at Curtin Stadium available at CURTIN STADIUM CONDITIONS OF ENTRY

In consideration of your child’s participation in Carnaby Kids, and as a condition of your child’s registration, you agree to the following terms and make the following representations and acknowledgements:

1. General

- (a) I am the parent or legal guardian of my child. I have read and accept these terms and conditions on behalf of my child.
- (b) I warrant that, when registering my child for Carnaby Kids, and at any time Curtin requests information from me, I will provide true, accurate and complete information.
- (c) I acknowledge that my child’s participation in Carnaby Kids is voluntary and at my child’s own risk. I acknowledge that my child’s participation in Carnaby Kids will be carried out in my child’s private capacity as an individual, and not in any capacity as an employee, contractor or other representative of Curtin.
- (d) I warrant that my child is sufficiently fit (both physically and mentally) to participate in Carnaby Kids. I agree to notify Curtin Stadium staff of any pre-existing medical condition that could inhibit my child’s participation in Carnaby Kids. If my child has a pre-existing medical condition that could inhibit or affect my child’s participation in Carnaby Kids, I will obtain a letter from my child’s usual medical practitioner certifying my child’s capacity to participate in Carnaby Kids.
- (e) I acknowledge that the activities carried out as part of Carnaby Kids may involve an inherent risk of personal injury and/or loss or damage to property. I voluntarily assume all risks associated with my child’s participation in Carnaby Kids.
- (f) I acknowledge that I have had a reasonable opportunity to obtain advice from an independent medical professional to satisfy myself of the risks involved in the relevant Carnaby Kids activity in which my child wishes to participate.
- (g) Throughout the duration of my child’s participation in Carnaby Kids, I acknowledge and agree that my child will abide by all statutes, rules, regulations and policies as may apply to my child’s registration and participation in Carnaby Kids, details of which can be found at <https://www.curtin.edu.au/sport/social-sport-play/kids-holiday-program/>.
- (h) Unless otherwise advised by Curtin Stadium, I must pay all relevant program fees at the time of registration. I acknowledge that if I do not pay the program fees when required my child may not be able to participate in Carnaby Kids.
- (i) I acknowledge that my child must observe an appropriate standard of dress and wear clothing and footwear suitable for the relevant Carnaby Kids activity. I also acknowledge that my child cannot wear any offensive items of clothing. I also acknowledge that my child may be required to bring any relevant equipment for the Carnaby Kids activity as advised by Curtin Stadium from time to time.
- (j) I acknowledge that my child must behave appropriately at all times and must not engage in any disruptive, dangerous or unsporting conduct while participating in any Carnaby Kids activity. I understand that I may be required to collect my child from Curtin Stadium if they do not behave appropriately.
- (k) I acknowledge and agree that I will be responsible for any damage my child causes, whether directly or indirectly,



to any Curtin Stadium facilities or equipment and that I indemnify Curtin Stadium against any loss it suffers or incurs as a result of the damage.

- (l) I acknowledge that Curtin Stadium staff may confiscate any electronic devices or other items from my child; I understand that I will be able to collect any confiscated item from Curtin Stadium staff at the end of the day.
- (m) I acknowledge that if me or my child breaches these terms Curtin may (acting reasonably):
 - (i) refuse to supply Carnaby Kids to my child;
 - (ii) suspend or terminate my child's access to Carnaby Kids, in whole or in part; and/or
 - (iii) take whatever reasonable action Curtin considers appropriate to recover any loss, damage or expenses that Curtin has incurred or suffered as a result of me or my child's breach of these terms.

2. Release

- (a) To the extent permitted by law, I undertake and represent that I will not make any claims against Curtin, and hereby release Curtin (and its directors, officers, employees, representatives, contractors, subcontractors and agents) (individually and collectively, the **Released Parties**) from any liability in connection with my child's attendance at and participation in Carnaby Kids, however that liability is caused or arises, including liability in connection with any personal injury.
- (b) I acknowledge that I will be solely responsible for all property my child brings to the relevant Carnaby Kids activity, and I acknowledge that the Released Parties do not accept responsibility for any loss or damage to property.

3. Emergencies

I authorise Curtin to consent on my child's behalf to any emergency medical treatment my child may require as a result of my child's participation in Carnaby Kids. I acknowledge and agree that I will be responsible for any costs incurred in obtaining or providing emergency medical treatment to my child.

4. Child collection

- (a) I acknowledge that I must provide clear instructions to Curtin Stadium staff regarding persons authorised to collect my child. Details of any custody arrangements (including court orders) must be provided to Curtin Stadium staff. Copies of Curtin Stadium procedures regarding access to children are available at Curtin Stadium reception.
- (b) I acknowledge that Curtin is not responsible for the safety of my child outside of Carnaby Kids program hours.
- (c) I acknowledge and agree that if I am late in collecting my child from Curtin Stadium, I may be charged an additional fee to cover Curtin's reasonable additional costs.

5. Personal information

Curtin may collect personal information to facilitate Carnaby Kids. Any personal information collected by Curtin will be handled in accordance with Curtin's Privacy Statement <https://informationmanagement.curtin.edu.au/privacy>.

6. Cancellation and termination

- (a) Curtin can terminate this Agreement at any time by notice in writing effective immediately. Upon such termination, Curtin will refund to you the Carnaby Kids fees that are attributed to the period after termination.
- (b) You may request to terminate your child's Carnaby Kids registration at any time. A request to terminate your child's registration must be made in writing to the Curtin Contact. If Curtin (acting reasonably) agrees to terminate your child's registration, Curtin may credit any outstanding fees to another Carnaby Kids program.
- (c) Curtin, on the provision of a medical certificate or in extenuating circumstances, may offer a refund of any outstanding fees.

7. Photo and video rights

Curtin retains the right to use photos and video footage taken of participants of Carnaby Kids programs for marketing purposes unless requested not to in writing to the Curtin Contact.