

People First Bank 'First Past the Post' Innings Break Activation (BBL) – PARTICIPANT ACKNOWLEDGEMENT

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE CRICKET ACTIVITIES I (TO THE EXTENT PERMITTED BY LAW) ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

Definitions and interpretation

1. In these terms:
 - a. "**Claim**" includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising, including negligence.
 - b. "**Cricket Activities**" means activities organised by or on behalf of SACA, Cricket Australia (if applicable) and any Event Partner(s) (if applicable) whereby the Participant participates in cricket, sporting or other physical games or activities, or events, including the People First Bank 'First Past the Post' Innings Break Activation (BBL) involving a cricket themed relay race.
 - c. "**Cricket Australia**" means Cricket Australia ABN 53 006 089 130, its employees, contractors, agents, directors, officers and volunteers in connection with the Cricket Activities.
 - d. "**Event Partner**" means any relevant notified SACA or Cricket Australia commercial partner sponsoring, promoting or conducting the Cricket Activities (if applicable).
 - e. "**Participant**" means the person named in the 'Declaration' section at the end of these terms.
 - f. "**SACA**" means South Australian Cricket Association Limited ABN 44 623 135 393, its employees, contractors, agents, directors, officers and volunteers in connection with the Cricket Activities.
 - g. The meaning of general words is not limited by specific examples introduced by *including, for example, such as* or similar expressions.
 - h. Nothing in these terms is to be interpreted against SACA solely on the ground that SACA put forward these terms or any part of them.
 - i. If any provision of these terms is held to be invalid or unenforceable in any way, it will be severed, and the remaining provisions will remain unaffected and in full force and effect.

Disclosure

2. I declare that I am medically and physically fit and able to participate in the Cricket Activities. I acknowledge that before I participate in the Cricket Activities, I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that I or any other person will suffer injury, loss or damage. For example, I will disclose if I:
 - a. am prescribed medication which may impair my reaction time or judgement;
 - b. have at any time suffered any blackout, convulsion, dizzy spells, fainting or seizure; or
 - c. am presently receiving treatment for any condition, disorder, illness or injury which would render it unsafe for me to take part in the Cricket Activities.

If the declaration about my medical or physical fitness can no longer be made on the date I undertake the Cricket Activities, I will inform SACA on arrival and before I participate in any Cricket Activities.

3. I acknowledge that SACA relies on information provided by me and that all such information is accurate and complete.
4. I agree to report any accidents, injuries, loss or damage I suffer during any Cricket Activities to SACA before I leave any relevant venue following any Cricket Activities.

Assumption of risk

5. I acknowledge that the Cricket Activities are inherently dangerous. I recognise that there are risks specifically associated with Cricket Activities which include injury, permanent disability, paralysis and death, resulting from a variety of circumstances including obvious risks arising from:
 - a. being struck with a cricket ball;
 - b. the misuse of equipment such as cricket balls, cricket bats or wickets;
 - c. the misuse of facilities such as netting in practice nets or bowling machines;
 - d. the effect of any weather events or hazards, such as rain, lightning, extreme heat and the effects of the sun, including dehydration, heat exhaustion, heatstroke and sun damage;
 - e. objects on the ground, field, wicket or playing surface;
 - f. the potential for injury from undertaking the activity itself, such as sprains, strains, fractures, bruising and open wounds from bowling, batting and catching; back and shoulder injuries from bowling; trips and falls, including from sliding stops;
 - g. from the acts of others,
 - h. from fireworks and other on-field or boundary entertainment or performances at the games; and

- i. from the unavailability of emergency medical care.

6. I acknowledge that accidents can and often do happen which may result in me being injured or even killed.

7. To the maximum extent permitted by law, I agree to participate in the Cricket Activities exclusively at my own risk and I acknowledge that I have the option, at my own election, of not participating or withdrawing from the Cricket Activities at any time.

Safety

8. I agree to follow any rules and directions set by SACA (or Cricket Australia, where relevant) in connection with any Cricket Activities (whether announced on the day or otherwise).

9. If I fail to comply with SACA's (or Cricket Australia's, where relevant) rules and/or directions, I will not be permitted to commence or continue my participation in the Cricket Activities.

Release and indemnity

10. To the maximum extent permitted by law, I:

- a. release and will release SACA, Cricket Australia and the relevant Event Partner(s) from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Cricket Activities; and
- b. indemnify and will keep indemnified SACA, Cricket Australia and the relevant Event Partner(s) in respect of any Claim by any person:
 - i. arising from or in connection with my participation in the Cricket Activities; and
 - ii. against SACA, Cricket Australia or the relevant Event Partner(s) in respect of any injury, loss or damage arising out of or in connection with my participation in the Cricket Activities,

except and to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the negligent acts or omissions of SACA, Cricket Australia or the relevant Event Partner(s). For the avoidance of doubt, nothing in this clause 11 purports to indemnify, or have the effect of indemnifying SACA, Cricket Australia or the relevant Event Partner(s) in relation to any liability that may not be excluded, restricted or modified under the *Fair Trading Act 1987*, or any other legislation or law.

11. I agree and acknowledge that, to the extent permitted by law, neither SACA, Cricket Australia nor the relevant Event Partner(s) shall be liable for any injury, loss or damage I suffer which arises from or in connection with my participation in the Cricket Activities, insofar as the risks of that injury, loss or damage have been voluntarily assumed.

12. If I suffer any injury or illness, I agree that SACA or Cricket Australia may provide such evacuation, first aid and/or medical treatment which is considered in either of their opinions to be advisable before, during or after the Cricket Activities (including ambulance transportation) at my expense and that my acceptance of these terms constitutes my consent to such evacuation, first aid and/or medical treatment. I indemnify and keep indemnified SACA and Cricket Australia for all costs incurred as a result.

Exclusion, restriction or modification of your rights

Form 1 – Recreational services – Exclusion, restriction or modification of rights under the Australian Consumer Law

13. YOUR RIGHTS: Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is:

- i. a statutory guarantee that those services will be rendered with due care and skill; and
- ii. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- iii. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

EXCLUDING, RESTRICTING OR MODIFYING YOUR RIGHTS: Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

IMPORTANT: You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

AGREEMENT TO EXCLUDE, RESTRICT OR MODIFY YOUR RIGHTS: I agree that the liability of South Australian Cricket Association Limited ABN 44 623 135 393 or Cricket Australia ABN 53 006 089 130 for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded, restricted or modified as set out in this form.

DEFINITIONS:

1. Recreational services are services that consist of participation in:
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal injury is bodily injury and includes mental and nervous shock and death.

FURTHER INFORMATION: Further information about your rights can be found at www.ocba.sa.gov.au

Use of image

14. I acknowledge and consent to photographs, television and video records, and electronic images being taken of me during my participation in any Cricket Activities. I acknowledge and agree that such photographs, recordings (whether audio or visual) and electronic images are owned by SACA and SACA may use (and may authorise others including, Cricket Australia to use) the photographs, recordings and electronic images for promotional or other purposes without my further consent being necessary and for no payment or other consideration.

Privacy

15. I agree that my personal information is collected by SACA to register me for the People First Bank 'First Past the Post' Innings Break Activation (BBL), and for the purposes, including the uses and disclosures of my or the Participant's personal information, as set out in the SACA Privacy Policy accessible at <https://saca.com.au/about/about/policies>. I acknowledge that it is important for me to read the Privacy Policy and understand how the personal information will be handled, before I participate in the Cricket Activities.

Declaration

I have read, understood, acknowledge and agree to the terms set out in this document (including the Form 1 - Recreational services – Exclusion, restriction or modification of rights under the *Australian Consumer Law*) and that this forms part of any contract with SACA and Cricket Australia and any relevant notified Event Partner(s). I consent to participating in the Cricket Activities on the terms set out in this document.

Acknowledgement Form

<https://forms.office.com/r/F3CNd2Gts3>