



## Terms & Conditions of Participation

Your child's completed Registration Form and these Terms and Conditions of Participation (which may be amended by the Claremont Junior Football Club Inc. (**CJFC**) from time to time by uploading updated Terms and Conditions of Participation to the CJFC [website](#)) (**Terms and Conditions**) are the conditions upon which you agree to allow your child to participate in either the WA AFL Youth or Junior programs for boys and girls (**Program**).

### 1. Safeguarding Children and Young People

The CJFC is committed to promoting and protecting the safety and wellbeing of children and young people in the CJFC's care who are involved in the Program.

The CJFC requires that all parents, guardians and other spectators associated with the CJFC:

- understand and comply with the AFL Parents, Guardians and Spectators Code of Conduct as set out at item 9 of these Terms and Conditions;
- when necessary, politely and respectfully remind others of their obligations under the Parents, Guardians and Spectators Code of Conduct; and
- in the event of serious or ongoing breaches of the Parents, Guardians and Spectators Code of Conduct by another person, to report the matter to a ground or club official so that appropriate action can be taken.

### 2. Application to participate

(a) You must, for each child you are registering in the Program:

- (i) complete the online Registration Form provided;
- (ii) pay a fee to the CJFC by completing the online credit card section during an online registration, or (where available) pay by cash (**Fee**);
- (iii) agree that your child understands the Player Code of Behaviour (as set out at item 8 of these Terms and Conditions); and
- (iv) agree that you understand and will comply with the Parents, Guardians and Spectators Code of Conduct (as set out at item 9 of these Terms and Conditions). (the **Application**).

(b) You warrant that each child that you submit an Application for:

- (i) will be between the ages of 7 and 18 (inclusive) for the duration of his or her participation in the Program and agree that you will, if requested by the CJFC, provide evidence of the child's age; and
- (ii) does not have a known pre-existing medical or other condition which makes it unsafe for the child to participate in the Program and agree that you will, if requested by the CJFC, provide a certificate from a duly qualified medical practitioner certifying that the child is fit to participate in the Program.

(c) Subject to item 2(d) below, the CJFC will:



(i) process and accept Applications until all places in the specified Program are filled; and

(ii) send you an email confirming the child's acceptance and registration in the Program.

(d) The CJFC will not:

(i) process any Application that is incomplete, unclear, or is not accompanied by the Fee; or

(ii) accept any changes to the Application, except for a change of email address or phone number.

### 3. Participant benefits

Once an Application is accepted and the associated Fee paid to the CJFC in accordance with item 2(a)(ii), the registered child will receive at the start of the season a pair of Club playing socks (**Participant Benefits**) and loaned a playing jersey and shorts for the duration of the season.

### 4. Limitation of Liability and Release

(a) You understand that there are inherent risks associated with participation in the Program, which may result in personal injury (even of a serious nature) to a child and that you fully accept and agree to bear those risks.

(b) You agree not to bring any claim or proceeding against the CJFC for any damage, loss or injury whatsoever that you or a child may suffer from participation in the Program.

(c) The CJFC's liability to you is limited (at the CJFC's election) to the CJFC repaying any amounts paid by you under these Terms and Conditions to the CJFC or supplying or resupplying any Program services to which you are entitled in accordance with these Terms and Conditions.

(d) You understand that as a registered player participating in the Program your child is entitled to certain Sports Injury Insurance benefits available at <https://AFL.jltsport.com.au/players>. You accept that the level of cover provided to your child as a player is the level chosen by the CJFC, is not intended to be comprehensive cover and does not include cover for expenses claimable from Medicare or the Medicare "Gap", which cannot be insured through Personal Injury insurance. These items may be claimable through Private Health insurance and it is strongly recommended that you investigate your personal insurance needs and consider the benefits of obtaining relevant insurance, for example Private Health insurance and Ambulance subscription etc. You understand that the Sports Injury insurance covers registered participants only and does not cover parents, guardians or other people attending any activities that form part of the Program.

(e) You acknowledge there is an unquantifiable risk of transmission of viral illness including COVID-19 associated with participation in the Program and you have considered that risk and your and your child's personal circumstances, including any vulnerability that your child may have or that of persons whom your child will be in close contact with following your child's participation in the Program. You



acknowledge that, for a small number of people, COVID-19 has very serious health consequences. By your child participating in the Program you acknowledge and accept these risks.

## 5. Cancellation, Refunds and Termination

(a) Once you have registered a child in and paid for the Program, a refund will only be provided to you in the following circumstances:

- i. the child has a medical condition which prevents him or her from any further activity (a doctor's certificate will be required); or
- ii. the CJFC deems that the Program has not been delivered to the reasonable expected standard.

A refund will not be given if the participant has attended more than 50% of scheduled sessions in the Program.

Questions regarding a refund should be directed to CJFC Registrar via email ([registrar@claremontjuniorfc.com.au](mailto:registrar@claremontjuniorfc.com.au)).

If you wish to cancel an Application that you have submitted, you must notify the CJFC in writing ([registrar@claremontjuniorfc.com.au](mailto:registrar@claremontjuniorfc.com.au)). Following the CJFC's confirmation to you of cancellation of your Application, the child the subject of the Application will have no entitlement to the Participant Benefits and will be ineligible for any awards.

(b) Subject to item 4(c), the CJFC is not liable to you for any loss or damage you suffer as a result of the Program or part of the Program being cancelled, postponed or changed.

(c) The CJFC will not replace your Participant Benefits if lost, stolen or damaged.

(d) The CJFC may terminate your child's participation in the Program on reasonable grounds at any time, including if your child's behaviour interferes with another participant's safety or enjoyment of the Program.

(e) The CJFC may, in its absolute discretion, change a Program or part of a Program, including dates, session times, durations and locations.

## 6. Privacy

(a) Personal information that the CJFC collects on registration of a child in the Program pursuant to item 2 of these Terms and Conditions is used for the purpose of processing your Application. The CJFC may also use this information to send you CJFC and program related information or offers.

(b) The CJFC may disclose your information to other organisations for the purpose of processing your Application, research and development and performance evaluation. These organisations are required to keep your contact details confidential and to use them only for the stated purposes.

(c) All information supplied to you is subject to the [CJFC's Privacy Policy](#).



## 7. Photographs

You consent to the CJFC using your child's name or image (including photographs) in any form or medium for general marketing and promotional activities related to the CJFC. If you do not wish to consent to your child's name and image being used please notify the CJFC Registrar via email ([registrar@claremontjuniorfc.com.au](mailto:registrar@claremontjuniorfc.com.au)).

## 8. Player Code of Behaviour

By registering a child in the Program you agree that the child understands and will adhere to the following (being the **Player Code of Behaviour**):

- (a) Play within the spirit of Australian football and by the rules of the Program.
- (b) Never argue with a coordinator, coach or volunteer parent or guardian.
- (c) Never bully or take unfair advantage of another participant in the Program.
- (d) Show respect to all participants in the Program regardless of their gender, race, ability, colour, religion, language, politics or national or ethnic origin.

## 9. Parents / Carers and Spectators Code of Conduct

By registering a child in the Program you agree that you will adhere to the following (being the **Parents, Guardians and Spectators Code of Conduct**):

Your child and other children and young people's participation and enjoyment in CJFC activities, programs or events are our primary consideration. As parents and carers your role is to support these outcomes by: encouraging your child's participation in a positive manner;

- (a) be present for the duration of any session or event that child attends. If you are unable to be present then you must ensure that there is another trusted adult (other than Program officials/personnel) that will oversee the child during the duration of the session or event;
- (b) not engage in behaviour that discriminates against any other person on the basis of gender, race, ability, colour, religion, language, politics or national or ethnic origin in any way related to the Program;
- (c) not engage in, or threaten to engage in, violent or physical confrontations with any other person in any way related to the Program;
- (d) not encourage or incite player violence, or any other similar breaches of the Program rules
- (e) not engage in behaviour that is not in the spirit of Australian football;
- (f) express your support of the Program by encouraging the participants and not engaging in behaviour designed to belittle, insult or intimidate participants, supporters or their officials;
- (g) never mock or insult participants in the Program when they make a mistake or do not play well;
- (h) demonstrate good sportsmanship by respecting and acknowledging good play by all participants;



- (i) respect and accept the decisions of officials and not criticise or argue about decisions during or after any event held as part of the Program;
- (j) recognise the value and importance of volunteers;
- (k) refrain from smoking or consuming alcohol whilst spectating at any event associated with the Program; and
- (l) follow any directions of an CJFC or an AFL State or Territory employee, volunteer or other authorised Program ground staff, including any request to modify your behaviour or to leave the ground following a breach of these Terms and Conditions.

Children's and young people's participation in and enjoyment of the Program is our primary consideration. As parents, guardians and spectators your role is to support this goal by encouraging your child's participation in the Program in a positive manner. We actively encourage parents and guardians to get involved in the Program activities and assist where appropriate to achieve this goal.

Serious or ongoing breaches of these Terms and Conditions will not be tolerated. Those who breach these Terms and Conditions risk being asked to leave the event and/or being prohibited from attending future events.

**If you witness or have a concern regarding child abuse, you must report this on the AFL's safeguarding children and young people reporting platform (<https://eAFL.austfoot.com.au/AFL-makeareport/#/landing>) or to an appropriate person involved in the Program.**

**If you believe the child is in immediate danger, please call the Police (000).**