

# Western Sydney University Sports Participation Agreement

(A) I ("**Participant**") agree to comply with and understand that I will be bound by this Agreement during my participation at the representative sport event ("**Event**").

1. Participants must behave in an appropriate manner at all times. Any physical or verbal abuse towards officials or other participants will not be tolerated under any circumstances.
2. The consumption of alcohol by a Participant while at the Event is prohibited.
3. Western Sydney University ("**University**") supports the responsible service of alcohol and expects Participant acknowledges and abides by an establishments obligation to exercise this at any time. Any alcohol consumption that a Participant chooses to partake in is done at the discretion of the individual Participant and the University will not be accountable to or liable for any issues arising from such activities.
4. A Participant under the influence of drugs and or alcohol (as determined by the University) will not be permitted to take part in the Event.
5. Any conduct of a Participant that results in the damage of property will result in disciplinary action that could include the exclusion of the Participant from further participation in the Event or being sent home. The Participant will be liable for any costs they have incurred as a result of misconduct or disciplinary action.
6. An personal injury obtained by an individual through the disorderly conduct of a Participant outside of Event may result in disciplinary action, including the exclusion of the Participant from further participation in the Event or being sent home. The Participant will be liable for any costs they have incurred as a result of misconduct or disciplinary action.
7. Behaviour deemed to bring the image and/or reputation of the University (including associated organisations) into disrepute, including any behaviours that may be considered as "motting", hazing, bastardisation or isolation as a result of the behaviour of a Participant (including within a group), will be subject to appropriate disciplinary action. Disciplinary actions may include:
  - Expulsion from Event
  - Expulsion from Event and sent home (The Participant will be liable for any costs associated)
  - Expulsion from future competitions or representative sport events
  - Notification to the University of the conduct of the Participant for referral to the Non Academic Misconduct Investigation Committee who will make a decision on disciplinary action that may include suspension or expulsion from the University.
8. Participants must stay in the accommodation provided for the Event unless otherwise approved by the University.
9. Participants must attend team meetings, as required.
10. Participants are to follow any reasonable requests from the University, team management, officials or security.

(B) In consideration of the University's acceptance of the Participant's application to participate in the Event, the Participant:

- acknowledge there are inherent dangers associated with participation in the Event and that accidents can and often do happen. This can result in the Participant being injured or even killed, or the Participant's property being damaged. The Participant has voluntarily read and understand this warning and accepts and assumes the inherent risk in participating in the Event.
- Now and forever agrees to waive and/or release the University and its officers, employees, and/or agents from any and all liabilities for personal injury and death howsoever arising, including in tort, (including negligence), contract, in equity, pursuant to statute, and waive any rights that it may have at any time to bring a claim for the same.

- Agrees to indemnify and keep indemnified the University for all loss, damage, costs and/or expenses and/or legal costs incurred or to be incurred by the University arising out of or in connection with the Participant's participation in the Event in any way whatsoever and howsoever caused.
- acknowledge any recommendations given to by the University and/or event organisers in regards to any medical treatment that may be necessary or desirable for the Participant during its participation in the Event. The Participant also agrees to reimburse the University for any costs or expenses incurred in providing medical treatment to the Participant.
- Acknowledge that any personal or health information the Participant provides the University will be used for the purpose of the Event, marketing and promotional purpose of Western Sydney University, and may, for this purpose, the University may disclose that information to third parties including agents, contractors, service providers, and, if required, to Australian regulatory authorities. Participation in the Event is conditional on the Participant providing this information and consenting to disclosure. The University will manage any personal and health information in accordance with its Privacy Policy and Privacy Management Plan.
- authorise the University to publish the Participant's name and photograph in official publications, advertising materials, newsletters and websites, which directly relate to the Participant's involvement in the University sport services, course or the Event.
- Acknowledges that nothing in this document is to be interpreted to reduce or limit a Participant's obligations under the University's rules, policies, procedures and guidelines available online <[STUDENT MISCONDUCT RULES AND POLICIES](#)>
- agree that if any provision of this document is invalid or unenforceable in any jurisdiction, the provision is to be read down for the purpose of jurisdiction, if possible, so as to be valid and enforceable. If the provision cannot be so read down, it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this document or affect the validity or enforceability of it in any other jurisdiction.

#### (C) Refunds

If the sporting team does not receive sufficient numbers to enter the Event or the sport is withdrawn by Event's organisers, a full refund of all payments will be made to the Participant, minus any administration fees that are outside the control of the University.

Requests for refunds for any other reason, (medical, work or family), must be made in writing via an email to [unisport@westernsydney.edu.au](mailto:unisport@westernsydney.edu.au) and must be accompanied by supporting documentation. It is the responsibility of the Participant to ensure that they have the necessary approval from lecturers to attend events that are held during the University teaching periods. A full refund of all payments will be made, minus any administration fees that are outside of the University's control if the request is, in the opinion of the University, for legitimate reasons. A change of mind refund request will result in the loss of the \$200 bond component of payments already made for the Event. This is to cover the costs associated with the booked accommodation and purchased uniforms that the University will have already incurred at the time of the request.