



**SOUTH WEST ACADEMY OF SPORT (SWAS)**

**Athlete Agreement & Exclusion of Liability for Loss or Injury and  
Indemnity**



**Version Control, Change History and Distribution Version Control**

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<b>Prepared by:</b>	Unknown Revised by Andrew Sloane – SWAS CEO
<b>Endorsed by:</b>	SWAS Board
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**Change History**

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21/1/25	2.0		Formatting and merging of Athlete Agreement and Exclusion of Liability for Loss or Injury and Indemnity

**Distribution**

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**As a South West Academy of Sport Athlete and or parent or guardian thereof ;**

**1. I agree:**

- 1.1. To comply at all times with the South West Academy of Sport's Code of Behaviour, found via the SWAS website, and any alterations made thereof.
- 1.2. That failure to abide by the Code of Conduct may result in exclusion, suspension or expulsion from SWAS, and;
- 1.3. That SWAS reserves the right to alter any decision regarding my participation in the program, made on the basis of incorrect information.

**2. I authorise**

- 2.1. any medical practitioner, sports scientist or therapist whom, by arrangement by SWAS, consults me during the period of the membership to provide details of any illness and/or injury which has been sustained including my medical or psychological condition to the relevant personnel of SWAS if and when required.
- 2.2. SWAS to retain any medical information obtained in respect of me and the results of any tests or examinations carried out on me for use in research and publication in medical or scientific papers provided that such publication protects my anonymity in accordance with the SWAS Privacy Policy, privacy laws and the Health Records Act.

**3. I undertake**

- 3.1. not to withdraw from the program without prior extensive consultation between myself, my parents and SWAS, including the coaching staff and applicable consultants.
- 3.2. to remain under the control, management and direction of the Executive Officer of the Academy or any person authorised by SWAS and to comply with all directions, verbal or written given by this person during the period of the membership and whilst participating in any SWAS activity.
- 3.3. to conduct myself at all times in a proper manner to the satisfaction of SWAS.
- 3.4. to disclose forthwith to the appointed coach any condition, illness and/or injury that may prejudice my training or participation in Academy activities; (eg. COVID-19 symptoms, concussions, etc)
- 3.5. to demonstrate consistency and self-discipline in and out of training sessions, showing the desire to achieve top performance.
- 3.6. to support SWAS sponsors in a manner determined by SWAS.
- 3.7. not to seek or accept any personal sponsorship that may conflict with SWAS sponsorships without the express written permission of SWAS.
- 3.8. Will not be involved in any driving offence, that could be punishable by law and result in the cancellation or suspension of driving licence.



#### **4. I acknowledge**

- 4.1. that if I do not comply with the SWAS Code of Conduct my membership may be terminated immediately.
- 4.2. that SWAS may vary program benefits detailed by notice in writing.
- 4.3. that SWAS will not meet the costs of any medical, hospital or other services rendered to me or on my behalf as a result of any injury, illness, damage, loss or other mishap occasioned to me or my property, and that it is my responsibility to determine to have adequate private health insurance and extras cover at all times.
- 4.4. that by signing the SWAS Athlete Contract, I agree that the Academy, its employees, agents and contractors will not be liable for any loss or injury which may be sustained by the membership holder during the term of the membership or which arises after the membership, but which is attributable to any event during the membership.
- 4.5. that the Membership is for a period of twelve months from the date of this Contract and that I must re-apply for a Membership for any subsequent twelve-month period.

#### **5. Exclusion of Liability for Loss or Injury and Indemnity**

- 5.1. I hereby acknowledge and agree that the Academy (which term for the purposes of this clause shall severally and jointly mean and include the Academy, its members, employees, agents and/or contractors) shall not be held liable or deemed to be liable whether in contract or tort or pursuant to any statute for any injury, illness, loss, damage or costs of any nature occasioned to myself, my property or my parents which is sustained, arises out of or is in any way related directly or indirectly to my membership (including but not restricted to travelling, competitions, matches, practice, training or attendances at any functions) whether during the term of my membership or after the completion of my membership where such loss, injury or cost etc., is attributable to or arises out of an event or series of events which occurred during the period of my membership.
- 5.2. This exclusion of liability also relates to any medical and/or scientific examinations and tests conducted on me pursuant to the terms of my membership and also relates to any disciplinary action taken against me.
- 5.3. I hereby indemnify and will at all times hereafter sufficiently indemnify and keep indemnified the Academy from and against all actions, such causes of actions, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Academy or incurred or become payable by the Academy in connection with or arising out of any such loss, injury, illness, damage or other mishap occasioned to me or my property or to my parents relating in any way to my membership with the Academy or in relation to any disciplinary or other action taken against or directed at me.
- 5.4. I also hereby agree (without in any way imposing or attaching any liability or obligation on the Academy to do so) that the Academy may act as my agent in incurring such expenses as and/or in doing whatever is reasonably necessary for the benefit of me in connection with or arising out of any injury, illness, loss, damage or other mishap during the period of my membership.
- 5.5. That this agreement shall be governed by and construed in accordance with the laws of the State of Victoria.
- 5.6. That if my child is under the age of 18, I authorise the Academy to use their name and any photographs of them in relation to any promotional material they may from time to time including but not limited to press releases, Academy presentations and use on the South West Academy of Sport's website and or social media.