

## **CURTIN EXPERIENCES – TERMS AND CONDITIONS**

***This is a legal document which affects your rights. If you are under the age of 18 years, these Terms must be agreed to and accepted on your behalf by a parent or legal guardian.***

In these terms and conditions ("**Terms**"), the following definitions apply:

"**Curtin**" means Curtin University; and

"**Curtin Experiences**" means the Curtin Experiences program facilitated by Curtin as described at <http://life.curtin.edu.au/curtin-experiences.htm>

In consideration of your participation in Curtin Experiences, and as a condition of your registration, you agree to the following terms, and make the following representations and acknowledgements.

1. I am 18 years or older, or alternatively if I am under 18 years of age, my parent or legal guardian will read these Terms and have the authority to agree to and accept the Terms on my behalf.
2. I warrant that, when registering for Curtin Experiences, and at any time Curtin requests information from me, I will provide true, accurate and complete information.
3. I acknowledge that my participation in Curtin Experiences is voluntary, at my own risk, and carried out in my private capacity as an individual, and not in any capacity as an employee, contractor or other representative of Curtin.
4. I am sufficiently fit (both physically and mentally) to participate in Curtin Experiences. I agree to notify Curtin Stadium of any pre-existing medical condition that could inhibit my participation in Curtin Experiences. In such a case, I will obtain a letter from my usual medical practitioner certifying my capacity to travel and to participate in Curtin Experiences.
5. I acknowledge that the activities carried out as part of Curtin Experiences may involve an inherent risk of personal injury and/or loss or damage to property. I voluntarily assume all risks associated with my participation in Curtin Experiences.
6. 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 Curtin Experiences activity in which I wish to participate.
7. Throughout the duration of my participation in Curtin Experiences, I will abide by all statutes, rules, regulations and policies as may apply to my registration and participation in Curtin Experiences, details of which can be found at <http://life.curtin.edu.au/curtin-experiences.htm>
8. 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 attendance at and participation in Curtin Experiences, however that liability is caused or arises, including liability in connection with any personal injury.

9. I acknowledge that I will be solely responsible for all property I bring to the relevant Curtin Experiences activity, and acknowledge that the Released Parties do not accept responsibility for any loss or damage to this property.
10. I acknowledge that some activities carried out as part of Curtin Experiences may be conducted by a third party other than Curtin, and that such third party may impose additional terms and conditions in relation to participation in the activity. Where such additional terms and conditions are imposed by such third party, I acknowledge that I will need to agree to be bound by such terms and conditions to participate in the relevant activity.
11. I authorise Curtin to consent on my behalf to any emergency medical treatment I may require as a result of my participation in Curtin Experiences.
12. Collection of personal information:
  - a. In this paragraph 8, the term "personal information" has the meaning given in the *Privacy Act 1988* (Cth).
  - b. I acknowledge that Curtin will collect my personal information for the purposes of facilitating Curtin Experiences.
  - c. I acknowledge that Curtin may disclose my personal information to third parties including (but not limited to) sponsors, joint venture partners, subcontractors or other organisations who provide services to Curtin, for the purposes of facilitating Curtin Experiences, and I consent to such disclosure. I further acknowledge that Curtin may disclose my personal information (including medical information) to appropriate medical, paramedical or other personnel as Curtin considers appropriate in the case of an emergency, and I consent to such disclosure.
  - d. I acknowledge that Curtin may use or disclose my personal information for the purposes of marketing goods or services unless Curtin is notified in writing by me that I do not wish to receive direct marketing communications from Curtin.

13. Cancellation Policy:

- a. Curtin can terminate this Agreement at any time by notice in writing effective immediately. Upon such termination Curtin will refund to you the Curtin Experiences membership fees that are attributed to the period after cancellation.
- b. You may request termination of Curtin Experiences membership in the event of permanent physical incapacity or long term physical incapacity or in the event of long term unexpected departure from the Perth metropolitan area (greater than 6 weeks)

or other circumstances that are beyond your control. Curtin may request written verification by a registered medical practitioner. A request to terminate Curtin Experiences membership must be made in writing and is at the Stadium Manager's discretion. If Curtin agrees to terminate the Curtin Experiences membership, Curtin will refund to you the Curtin Experiences membership fees that are attributed to the period after cancellation, less the administration fee covering the cessation of this agreement (\$20).

14. Photo and Video rights:

- a. Curtin Stadium retain the right to use photos and video footage taken of participants of Curtin Experiences programs for marketing purposes unless requested not to by writing to the Recreation Program Officer.

15. Swimming and Water based activities:

- a. All participants of Curtin Experiences participating in any water based programs or trip acknowledges and accepts that they can swim competently for up to 50 metres and are responsible for themselves whilst in the water.

16. I acknowledge that, if I breach these Terms, then Curtin may:

- a. refuse to supply Curtin Experiences to me;
- b. suspend or terminate my access to Curtin Experiences, in whole or in part; and/or
- c. take whatever action Curtin considers appropriate to recover any loss, damage or expenses that Curtin has incurred or suffered as a result of my breach of these Terms.