

## TERMS & CONDITIONS

By enrolling my child into a Sportsmax Camp, I acknowledge that I have read and agree to the terms and conditions below.

### Payments and bookings

1. Payment must be made in full at the time of registration in order to secure a booking. A receipt confirming the details of the booking will be received after the payment has been confirmed.
2. If a booking is taken after enrolments have closed (12 noon one business day prior to the camp start date), dependent upon availability of space, a late fee of \$25 will be applied.
3. By enrolling your child/ children, you acknowledge and consent to authorise Sportsmax staff to use for publicity and advertising purposes, photographs of participants taken at camp.
4. All relevant medical, behavioural or additional information must be declared at the time of registration.
5. Sportsmax does not accept responsibility for any items lost or stolen in and around the venue, this includes items placed in bags or lockers.

### Child drop off/collection and transportation

1. The authorised parent or guardian must sign their child/ children in and out of the School Holiday Sports Camps every morning and afternoon. A child may be permitted to leave on their own accord with written permission provided to the Camp Director.
2. At the conclusion of Aftercare (6:00pm) if a child has still not been collected an additional fee of \$10 per child per 15 minutes after 6:00pm will be charged. This additional fee is payable upon collection of the child.

### Refunds and cancellations

1. If a booking is cancelled more than 10 business days prior to the start of camp, a refund will be received of payments less a \$50.00 administration fee.
2. If a booking is cancelled less than 10 business days prior to the start of camp, the camp fee is non refundable.
3. If a booking is cancelled for medical reasons, a credit note will be provided if validated with a medical certificate. No cash refunds will be given.
4. Refunds will not be given for partial attendance, nor will make up sessions be provided.
5. No cash refunds or transferrable funds will be given for cancellations of aftercare. If an aftercare booking is cancelled more than 10 days prior to the start of the booking, a credit note will be given to be used as aftercare credit ONLY. If an aftercare booking is cancelled less than 10 days prior to the booking, the fee is non refundable.
6. Sportsmax reserves the right to refuse or terminate enrolment for a School Holiday Sport camp where the authorised adult does not provide an **individual health management plan** for a declared medical condition for their child.

### Behaviour Guidelines

All participants have the right to be involved in a positive environment, maintaining positive relationships throughout; bullying, inappropriate comments or touching of any kind will not be tolerated.

The health, safety and well being of all participants and staff is paramount; all participants must follow safety guidelines and instructions given by any member of Sportsmax staff.

Should a participant feel their rights are not being maintained, they should approach staff who will begin an investigation as soon as possible.

**Actions for behaviour management**

Failure for any participant to uphold the behaviour guidelines may result in the following:

- 1. Sportsmax staff will remind the child/ young person about appropriate behaviour and sport specific instructions
- 2. If inappropriate behaviour persists either:
  - Supervision will be increased, for example bring the child/ young person closer to the coach
  - The participant may be removed from the group for a short time (5- 10 minutes) to give them time to reflect on their actions.
- 1. Depending on the severity and persistence of the misbehaviour parents are contacted.
- 2. If a child’s behaviour does not improve despite all efforts, Sportsmax may have to ask the parents to remove the child from the program. This is an extremely rare situation and would only ever be a last resort.

Sportsmax reserves the right to refuse or terminate enrolment if there is a breach of the Camp Behaviour Guidelines. Any costs incurred as a result of damaged property will be charged to the parent/guardian. No refund of the program fee will be provided to participants removed for behavioural reasons.

**Release**

I am aware that recreational, fitness and sporting activities and lessons carried out by Sportsmax Holiday Camp Program are dangerous undertakings and in undertaking such activities do so at my minor child/ward’s or own risk.

I recognise that such activities require physical exertion and use of equipment which may be strenuous and may cause physical injury and I am fully aware of the risks and hazards involved.

I am also aware that it is a condition of admission to the Sportsmax School Holiday Program, that Sportsmax, its directors, staff, contractors, instructors, members, servants or agents are absolved from all liability howsoever arising from injury or damage including to property, howsoever caused (whether fatal or otherwise) arising out of participation in the Sportsmax School Holiday Camp Program or from participating in any of the sporting, fitness and recreational activities offered by Sportsmax, or in any way whatsoever due to any negligent act, breach of duty, default and/or omission on the part of Sportsmax, its directors, instructors, members, servants or agents.

I DO HEREBY ACKNOWLEDGE that of my own free will and desire I voluntarily agree to assume the risk or any injuries, damages or loss, regardless of severity that my minor child/ward may sustain as a result of being a participant in the activities connected with or associated with my minor child/ward’s involvement with the Sportsmax Holiday Camp Program and that I have read and understood the warning above.

By enrolling my minor child/ward I authorize Sportsmax staff and contractors to obtain such medical assistance as they deem necessary and I agree to meet these expenses.

I forever discharge and release all parties from any and all claims for injuries, damages, or loss that my accrue to my minor child/ward arising out of, connected with, or in any way associated with these activities.

**Privacy Statement**

The personal information provided on this form is collected by Sportsmax. You can access the personal information we have collected and request a copy of our Privacy policy by telephoning 1300 367891. Sportsmax reserves the right to use the information collected for promotional purposes unless otherwise notified. Sportsmax abides by the Privacy and Personal Information Protection Act 1998 (NSW).

I agree to the terms and conditions

Signed: .....

Name: .....