

# CAPTAINS LETTER

TEAMS PARTICIPATING IN ACTIVITIES AT WILDCATZ INDOOR SPORTS UNDERSTAND THAT BY TAKING PART, THEY AGREE TO THE FOLLOWING CAPTAINS LETTER AND INDEMNITY & LIABILITY AGREEMENTS. IF YOU DISAGREE WITH ANY OF THE FOLLOWING CONDITIONS, YOU MUST NOT TAKE PART IN SPORTS ACTIVITIES AT WILDCATZ INDOOR SPORTS.

CAPTAINS RESPONSIBILITY

1. It is the captain's responsibility to ensure:

a) All players have entered their details correctly on either the game card or in the check-in system, including contact numbers, email, phone number, and signatures.

b) Tick off players taking the court each game (required for finals qualification).

c) Collect and pay the entire game fee before taking the court.

d) Correcting any outstanding balance within 2 weeks (including forfeit fees).

Please ensure that check-in procedures are followed correctly. If you have any difficulties or questions, please ask for help. In the event that any of these responsibilities are not followed, actions may be taken for debt recovery.

# PAYMENTS

1. All payments must be made in ONE team payment.

2. If your team is short of a player, you can ring the centre, and we shall do our best to help you find a player to fill in. It is still up to the team to ensure that full team payment is made, even if there are fill-in players.

3. Please remember we are OPEN on most Public Holidays, be sure to check game times every week.

4. By registering a team in our competition, any outstanding debt, including weekly game fees, finals fees, and forfeit fees, will be invoiced to the captain of the team. It is up to the captain to recover costs from team members.

## PLAYERS RESPONSIBILITIES

Players are required to participate in good spirit and always show good sportsmanship when they play. Management, Staff, and umpires reserve the right to remove players from games and the centre in any circumstance. Players who are aggressive towards other players and/or staff members may be asked to leave the centre, and suspensions or full bans may be implemented. Management reserves the right to ban anyone from the sports facility. We take threats and abuse very seriously. Any players deemed to be threatening may be removed immediately, and further action may be sought.

## FORFEITS

As part of this agreement and as a condition of inclusion for your team, WILDCATZ Indoor Sports requires your team to attend each week unless a bye or match has not been scheduled.

(a) Forfeits should only occur in extreme cases. Please contact us if you are having problems with times or team numbers, as we may be able to help you. We have fill-in players who may come down to help your team out.

(b) Should a team have to forfeit a game, a forfeit fee equal to 1.5x that of the game fee will be imposed regardless of notification to administration.

(c) All forfeit fees must be paid before the next round of games. All teams must be financial to be included in competitions and to accrue league points.

(d) All players are responsible for outstanding fees for your team. By participating in our competitions, WILDCATZ Indoor Sports holds the right to reclaim outstanding fees from all team members.

(e) At all times, management will do their best to help all parties involved to avoid forfeits and forfeit fees. For any questions regarding forfeit fees, please contact the management of your venue.

# GRADING AND DRAWS

At all times, management will endeavour to grade as fairly and evenly as possible. However, there are always the occasional few teams that cannot fit into the perfect grade and will be allocated to the most appropriate grade available.

Draws will be allocated after week 4. Management will also reserve the right to adjust and correct draws as the teams and grades may change during the season. If your team requires time preferences, please be aware that you may receive more allocations in other time slots. This may include later games.

## UMPIRES AND REFEREES

At all times, management will endeavour to allocate umpires/referees according to grade and qualification. All umpires/referees go through continual training and testing. We ask all teams to respect umpires and their decisions. If at any time you have a question or need a clarification of the rules, please approach management for assistance. No abuse of umpires/referees will be tolerated! Any player who infringes this rule will be sent from the court and may face suspension from competitions.

#### FINALS

Players must have played a minimum of 4 games for their respective team to qualify for the finals. A team must play at least half of the season games to qualify for the finals. Captains, please note that the Semi-finals & Grand-finals for the season will be highlighted throughout the centre for each season. You may need to qualify extra players in case of injury, illness, or work commitments, etc. Management will use discretion in extreme circumstances for player substitutions for finals.

Players filling in for teams must be entered on a team card or check-in system correctly. Any player that is not entered onto a team card or check-in system will not be eligible to play and is not covered by our public liability.

It is up to the team captain to forward this information to any non-regular or fill-in players. It is not a requirement for WILDCATZ Indoor Sports staff to inform fill-in players.

Indoor sports are a dangerous activity and may cause serious injury or death. Any players that participate at WILDCATZ Indoor Sports do so at their own risk. Management and all staff hold no responsibility for injury, death, or loss of personal property.

All injuries must be reported to management and games counter staff at the time of injury. Players must fill in an injury incident report before leaving the venue. Management reserves the right to refuse insurance to any players that do not fill in an incident report.

## MANAGEMENT

Management & staff reserve the right to remove any players from the venue at any time without cause or reason.

BY PARTICIPATING IN SPORTS AT WILDCATZ INDOOR SPORTS, YOU HEREBY AGREE TO THE FOLLOWING TERMS OF INDEMNITY AND LIABILITY.

LIABILITY AND INDEMNITY

DEFINITIONS: IN THIS AGREEMENT:

The term "INDOOR SPORTS" includes but is not limited to Indoor Sporting activities, Soccer, Netball, Beach Volleyball, Cricket, Dodgeball, Any sport or activity played inside the Indoor Sports facility, training, functions, bookings, Sport, equipment, umpires, staff, directors, owners, and any other associate of WILDCATZ Indoor Sports or activity provided to the athlete (Hereafter referred to as WIS).

The term "INJURY" shall refer to all forms of physical, mental, and emotional injury in any way related to athletic activity and transportation activities, including, but not limited to:

death, breaks, strains, lacerations, dislocations, exercise-induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety, and fears.

The term "WE" includes but is not limited to myself and all my team members present, past, and future. I understand that it is my responsibility to pass these terms on to my team members and accept the responsibility on their behalf.

#### DISCLAIMER:

WIS and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, and representatives are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using WIS facilities, participating in or watching WIS activities, caused in any manner whatsoever, including, but not limited to, the negligence of WIS.

I am aware that athletic activities have inherent dangers and risks, including but not limited to the potential for serious personal injury or death caused by any WIS athletic activities or any condition of the facilities or equipment of WIS, some of which include:

- Transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise-induced rhabdomyolysis, and so forth;

- All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running, walking, lifting, climbing, and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;

- Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from activities on or near stands, racks, weight bars, pull-up bars, walls, ropes, cargo nets, medicine balls, and plyo boxes;

- Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes, and so forth or by any objects dropped by other persons conducting athletic activities or assisting others;

- Failure of the equipment, attachments, anchors, ropes, harnesses, balls, bats, netting, flooring;

- And, I do hereby further acknowledge and agree:

- That the athletic activities we are participating in require a moderate to high degree of effort, are designed to be high intensity, and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance, and accuracy;

- That we will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition to WIS;

- That although WIS takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for WIS to make these athletic activities completely safe;

- That I am personally responsible for myself and my team's preparation prior to athletic activities, myself and my team's concentration and attention during these athletic activities, and for myself and my team's post-activity rest and recovery;

- That we will learn and obey the rules and regulations of WIS, and that I will follow the instructions and directions of WIS during athletic activities;

- That we will inform WIS immediately should I feel any pain, discomfort, fatigue, nausea, or other symptoms that I may suffer during and immediately after athletic activities.

- That we may stop participating at any time and that I may be directed to stop by WIS should I display noticeable signs of distress.

- That we consent to receive first aid and medical treatment by WIS in the event of an accident, injury, or illness during athletic activity.

- That WIS may videotape, audiotape, or photograph you for instructional and promotional purposes without payment of any kind to you and without further notice to you or permission from you.

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement, and Jurisdiction Agreement RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of WIS, allowing myself and my team to participate in WIS Athletic Activities, and for other good and valuable considerations, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that we have or may have in the future against WILDCATZ Indoor Sports and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors, and assigns (all of whom are hereinafter referred to as the "RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, or injury, including death, that I may suffer or that my next of kin may suffer as a result of myself and my team's participation in athletic and transportation activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT MYSELF AND MY TEAM FROM THE RISKS, DANGERS, AND HAZARDS OF ATHLETIC ACTIVITIES;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from myself and my team's participation in Athletic Activities;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from myself and my team's participation in Athletic Activities;

- That this Agreement shall be effective and binding upon myself and my team's heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity;

- This Agreement and any rights, duties, and obligations between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of QLD Australia and no other jurisdiction; and - Any litigation involving the parties to this Agreement shall be brought solely within QLD and shall be within the exclusive jurisdiction of the Courts of QLD.

- In entering into this Agreement, I am not relying on any oral or written representations or statements made by WIS with respect to the safety of athletic activities other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO PLAYING SPORT AT WILDCATZ INDOOR SPORTS. I AM AWARE THAT BY playing any sports at WILDCATZ INDOOR SPORTS that I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY TEAM MEMBERS, INCLUDING MINE AND MY TEAM MEMBERS' HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST WIS.

Privacy and protection of information: WE WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION. All emails and contacts registered with WILDCATZ Indoor Sports may be used for advertising and promotional means. You can opt out of all communications at any time you wish using the unsubscribe option found on these communications.