

**SWIMMING AUSTRALIA LTD (“SAL”)**

**EVENT ACCREDITED PERSONS TERMS AND CONDITIONS OF  
EVENT ENTRY (“TERMS”)**

**CURRENT AS AT: Thursday, 17 May 2018**

## 1. General

The following are the **Terms** of entry to all Swimming Australia Limited (“**SAL**”) events for Accredited Persons.

Event **Accredited Persons** are all Club and Member Association persons granted event accreditation by SAL to its events (“**Events**”) on an “event-by-event” basis between dates specified by SAL (“**Event Accreditation**”) and include (but are not limited to) the following:

- Athletes, meaning those athletes participating in the Event;
- Coaches, meaning those coaches with athletes participating in the Event and who meet the criteria outlined in section 4 below;
- Administrators and Support Staff, including team managers, massage therapists, sports scientists, club office holders and staff, SAL and Member Association staff, Sponsors; and
- Officials, meaning technical officials

These Terms are not negotiable and by participating in the Events as an Accredited Person, you hereby acknowledge your acceptance of these Terms:

## 2. Release of Liability by all Event Accredited Persons:

- (a) I release and hold harmless SAL and its employees, servants, agents and voluntary workers from all actions, proceedings, suits, claims and other liabilities founded in negligence, breach of duty (statutory or otherwise) or howsoever arising from any injuries (including permanent disability, incapacity or death) that I may suffer while participating in the Events, or subsequently occurring in connection with the Events, or that is to any extent contributed to by my participation in the Events.
- (b) If an Event is cancelled for any reason, I release and hold harmless SAL and its employees, servants, and agents from all actions, proceedings, suits, claims and other liabilities.
- (c) Unless authorised in writing by SAL, I must not directly or indirectly engage in (or authorise or procure that other persons engage in) the marketing or promotion of any products or services whilst at the Events or in the vicinity of the Events, including (and without limitation):
  - i. Representing, distributing and/or promoting products and services of any kind, including (but not limited to) those which compete with those offered by SAL or its sponsors; or
  - ii. Ambush marketing
- (d) I understand that if provided with an Event Accreditation pass for an Event (“**Pass**”), that this Pass is strictly not transferable and must be displayed at all times when I am in the accredited areas permitted by the Pass. I understand that if I am found to be mis-using my Pass, that SAL may confiscate my Pass and reserves its right to take disciplinary action in accordance with the SAL Safe Sport Framework. If my pass is confiscated my rights to access accredited areas will be denied.

- (e) I have read these Terms and fully understand the Terms and have agreed to participate in the Event without any inducement and intend this release to be an unconditional release of all liability to the full extent permitted by the law.

### 3. Acknowledgements by Athletes:

- (a) I understand that I will be undertaking physical exercise at or near the extent of my capacity and that there is a possible risk in physical exercise at that level of serious bodily injury, including disability, paralysis or death. I understand that these risks may be caused by my own action or inaction, the action or inaction of others, the conditions in which the Events take place, or the negligence of others.
- (b) I understand that I should not participate in the Events unless I have trained appropriately and will be in a fit state to complete the Events safely. I acknowledge that if I am aware of an existing medical condition and uncertain of my state of fitness then a consult a medical practitioner should verify my physical condition.

### 4. Acknowledgements by Coaches, Administrators, Support Staff and Officials:

I understand that:

- (a) Applications to become an Accredited Person for Events must be made for each SAL Event as part of the online “Club Package” application process.
- (b) Event Accreditation will be granted by SAL to individuals only as part of the Club Package application process and not to groups of individuals for a Club.
- (c) A Coach will only be issued an Event Accreditation if:
- i Their National Coach Accreditation Scheme (NCAS) is current
  - ii They hold a current and valid coaches license from the Australian Swimming Coaches and Teachers Association (ASCTA)
  - iii Are recognised General or Premium members of ASCTA
  - iv They have a current WWCC as per section 5.a.iii below
  - v An ASCTA membership card, valid through to the last day of Event competition, must be produced upon request when collecting an Event Accreditation.
- (d) Other than for Athletes, Event accreditation will only be granted to applicants wishing to attend the Event in a Swimming Club (“**Club**”) working capacity i.e. Coach, Team Manager, Physio, etc.
- (e) Each application for Event Accreditation only covers the nominated person(s) on the SAL online application form. Event Accreditation is not transferable and does not permit applicants to be accompanied by dependent minors when attending the Events. Dependent minors will not be permitted access to pool deck for OH&S reasons.

- (f) I must only request Event Accreditation to the extent required to enable me to properly perform my duties or to compete as an Athlete for my Club in connection with the Event.
- (g) It is the responsibility of the Club to ensure any applicant for Event accreditation stating affiliation to their Club is in fact an approved representative with the requisite background checks (including Working with Children Checks or equivalent (“**WWCC**”) in place, as applicable to each Accredited Person.

#### 5. SAL Safe Sport Framework:

- (a) All persons who obtain Event Accreditation agree to be bound by the SAL (“**Safe Sport Framework**”). I acknowledge that I have read and understand the Safe Sport Framework, including:
- i the responsibilities I have to keep myself and others safe in our sport;
  - ii the standards of behaviour required by SAL in its General Code of Conduct, as well as its Code of Conduct for dealing with Children and Young People;
  - iii the Safe Sport Framework recruitment and screening requirements, including in relation to Working with Children Checks (WWCC) or equivalents; and
  - iv the processes and procedures contained in the Complaint Procedures.

Under the Safe Sport Framework, all paid employees of Clubs are required to obtain a WWCC or equivalent as required by law.

- (b) For the safety of Children and Young People, SAL strongly recommends that volunteers working with and around Children and Young People obtain a WWCC or a National Criminal History Check.

#### 6. Rules

I agree to be bound by and fully comply with all FINA and SAL By-Laws and any other relevant procedures and policies as set out in the SAL Event Information Book from time to time and available online at [www.swimming.org.au](http://www.swimming.org.au).

#### 7. Doping Control Authorisation for Athletes

Upon request by SAL, or its designees, I agree to submit to, and participate in, random drug testing conducted by ASADA or the relevant approved doping authority at any time during the Events.

## 8. Collection of Personal Information

I acknowledge and consent to photographs and electronic images being taken of me before, during or after the Events by SAL, its sponsors and/or its stakeholders. I acknowledge and agree that such photographs and electronic images are owned by SAL and that the SAL and event sponsors may use these images, my name and my performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without my further consent being necessary.

SAL is not responsible for photographs and electronic images taken or the collection of my personal information by persons who are not an official representative of SAL. I acknowledge that there may be media organisations present at Events who may take photographs and electronic images of me for the purpose of their journalistic activities.

## 9. Medical

I consent to receiving any medical treatment including ambulance transportation that SAL, its authorized designees or venue owners think desirable during or after the Events.

## 10. Safety

I agree to comply with all safety precautions undertaken by SAL (such as pool supervision and briefings such as the team leaders meeting) and acknowledge that such safety precautions are a service to me and other participants but are not a guarantee from SAL of safety.

I agree and acknowledge that I am fully responsible for the security of my personal possessions at Events.

I certify that I am 18 years of age or older, or that I am the parent/legal guardian of a child under the age of 18 and that I have read, understand and accept the Terms.

## 11. Photos, Sound and Video Recordings:

I agree:

- (a) that images at the Events taken with a camera, mobile phone or other wireless device must not be used for any purpose other than for private and domestic purposes.
- (b) not to sell, license, publish or otherwise commercially exploit any photographs taken at the Events.
- (c) not to use any images collected at the Events where that use would be regarded as offensive.