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Acknowledgement of Risk

Policy Creation Date: 18 November 2021

Approved By Committee: 18 November 2021

Version 1

Review Date: 18 November 2022

Previous Review Date: N/A

1. Organisational Context

The Australian Dodgeball Federation (ADF) is the peak body representing Dodgeball in Australia. Our responsibility is to promote and maintain the growth of Dodgeball across all Australian states and territories.

Our focus is to unify the rules within Australia in order to promote Dodgeball as a legitimate sport that will attract talented, enthusiastic athletes at a local and international level. With the assistance of our dedicated team of volunteers and members we will curate adult and youth development programs, coaching certifications, social activities and world class tournaments for the benefit of the sport and our members.

The ADF is an official member of the World Dodgeball Federation (WDBF). The WDBF is the peak international body which manages and develops Dodgeball globally since its inauguration in 2012. The ADF has been represented at the WDBF World Championships by both Men's and Women's teams since its foundation in 2013.

2. Purpose

This document will hereafter be referred to as **waiver**.

The waiver forms an agreement between the undersigned parties, whereby the parties acknowledge and agree to the terms set herein.

This waiver is to be read in conjunction with the *Australian Dodgeball Federation: Member Protection Policy*, available on the ADF website (<https://www.dodgeballaustralia.org.au/>).

3. Definitions

For the purposes of this waiver:

- 3.1. **'ADF'** or **'Association'** means the Australian Dodgeball Federation Incorporated;
- 3.2. **'Affiliate'** or **'Member'** means a member of the association pursuant to the Rules;
- 3.3. **'Affiliate League'** means a League that is affiliated with the ADF as acknowledged by the ADF in accordance with its rules;
- 3.4. **'Committee'** means the Committee having management of the business of the Association;
- 3.5. **'Event'** means any social or competitive gathering of people as organised by, and in full control of, the Association;
- 3.6. **'Participant'** or **'Player'** means a person who participates in the sport of Dodgeball, an ADF affiliated league or event, and includes the parent/guardian of a participant where the consent of a parent/guardian is required for such a person to participate in the sport;
- 3.7. **'Rules'** mean the *Rules of the Aus Dodgeball Federation Incorporated* pursuant to the *Associations Incorporation Reform Act 2012* (VIC), as amended from time to time, and any subsequent rules and/or constitutions which may replace these rules.
- 3.8. **'Sport'** means the sport of Dodgeball.

4. Acknowledgement of the Risk of the Sport

- 4.1. **Dodgeball is a play at your own risk sport.**
- 4.2. As a participant in an ADF affiliated league or event, I acknowledge the risks associated with the Sport.
- 4.3. By participating in an ADF affiliated league or event, I acknowledge that I am being exposed to inherent risks, dangers and hazards. These risks and dangers may be caused by the actions or inactions of others participating in the sport or the condition in which the sport takes place.
- 4.4. By engaging in an ADF affiliated league or event, I freely accept and fully assume all inherent risks, dangers and hazards and the possibility of serious personal injury, including permanent disability, paralysis, death, property damage or loss resulting there from. I also freely accept and fully assume that there may be potential risks and losses socially and economically, either not known to me or unforeseeable at this time.
- 4.5. I accept and assume all risks and responsibility for losses, costs and damages I incur as a result of my participation.
- 4.6. I fully understand and accept that by playing Dodgeball within an ADF affiliated league or event, that I am playing at my own risk, and I am therefore indemnifying the ADF of responsibility for any injuries I may sustain, and for any loss I sustain whether financial or economical, unless such injury or loss is as a result of unlawful negligence.
- 4.7. I fully understand and accept that the ADF reserves the right to refuse to allow any affiliate, member or player to participate in an ADF affiliated league or event unless the terms and conditions of this agreement herein are agreed to.

5. Release and Waiver of Liability, Assumption of Risk and Indemnity

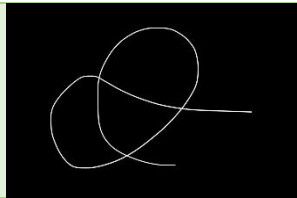
5.1.1. By agreeing to this waiver, I hereby indemnify, release, discharge and waive the Australian Dodgeball Federation (ADF), including the Committee of the ADF and any employees of the ADF, against all claims for losses sustained and any injuries that may occur, unless such loss or injury is caused by a negligent act or willful act or omission, breach of contract, breach of statutory duty or an otherwise unlawful act by the ADF.

5.1.2. By signing this waiver, I acknowledge that I have read this agreement and that I understand its terms and conditions herein. I have signed it freely and without inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest possible extent allowed by the law. I agree that if any section of this agreement is held to be invalid that the balance of the agreement, notwithstanding, shall continue in full force and effect.

Member League Acceptance of this Policy and Agreement:

| | | | |
|-----------------------|--|-------|--|
| Signature: | | Date: | |
| Delegate Name: | | | |
| Delegate Position: | | | |
| Signing on behalf of: | <i>(Insert Organisation's Name Here)</i> | | |

ADF's Acceptance of this Policy and Agreement:

| | | | |
|-----------------------|---|-------|------------|
| Signature: |  | Date: | 18/11/2021 |
| Delegate Name: | Jaslyn Goette | | |
| Delegate Position: | President | | |
| Signing on behalf of: | Australian Dodgeball Federation | | |