

## AGREEMENT OF MEMBERSHIP (BRISBANE EAGLES LACROSSE ASSOCIATION):

- 1. I hereby apply to become a member of the Brisbane Eagles Lacrosse Association ("BELA") on the terms and conditions set forth in this form, as well as the documents which are expressly incorporated into this Agreement of Membership. I will become a member only when my membership is entered into the BELA records, in its sole and absolute discretion, and after payment of my membership fees.
- 2. I agree to abide by the provisions of the Constitution of BELA, as well as adhere to the player's code of conduct. Those documents, and such other rules and policies that BELA has published, together with such modifications and amendments as BELA shall make from time to time in its sole and absolute discretion (collectively, "the Rules"), are each hereby incorporated into this Agreement of Membership (each in its most recently published form).
- 3. The term of my membership will be annual for the current lacrosse season, renewable from year to year thereafter, subject to procedures and timely payment of the new yearly membership fees, as BELA will determine from year to year in its sole and absolute discretion. I may cancel my membership at any time by notifying BELA in writing that I wish to do so. I acknowledge that my annual membership fees, which are payable yearly in advance, are non-refundable on cancellation of my membership.
- 4. BELA may terminate my Membership if it determines I have violated this Agreement (including without limitation the Rules or applicable law). It may suspend or take other action regarding my membership, in its sole and absolute discretion subject to the limitations explicitly set forth in the Rules.
- 5. As a member of BELA: a. I will participate in the affairs of the club; b. I understand and agree that any photographs, film or images of me or any other media information in connection with me or my activities with BELA or any of its affiliates are and remain the property of BELA and may be used for any form of publicity or advertising which BELA in its sole discretion desires to use; c. BELA collects certain personal identifiable information on its members. It does so to fulfil its obligations under this Agreement and to provide the necessary service to its members as requested. I understand my information may be used to send me materials about BELA, or other related information. I consent to the use and disclosure by BELA of my personal information as may be required for the purposes arising from or relating to the activities of BELA; d. I acknowledge that my membership fees for the season, as determined by the type of membership applied for herein above, is payable yearly in advance of the commencement of the season and is due and payable on signing of this agreement; and e. I will not engage in any deceptive, unfair or illegal practice. I will indemnify, defend and hold harmless BELA relating to any breach of this Agreement or violation of applicable law.
- 6. PARTICIPATION AGREEMENT (ACKNOWLEDGMENT, WAIVER AND INDEMNITY). I acknowledge that there are inherent risks in participating in the sport of Lacrosse. IN CONSIDERATION of

my being allowed to participate in the sport of Lacrosse administered by BELA and/or in consideration of the benefits which are available to me (or on my behalf) through the Insurance Scheme (the Schedule of Benefits of which I have read, acknowledged and accepted as being reasonable compensation), I: a. Acknowledge and assume all risk of death, bodily injury, disability or damage (including property damage); and b. Waive all claims which may be made by me or on my behalf against BELA, its servants, agents and all persons and corporations operating under its auspices and authority and all players, referees, coaches, trainers and others registered with it (individually and collectively called "Associates") for death, bodily injury, disability or damage (including property damage); arising by, through or in connection with QLAI caused or contributed to by acts of negligence or breach of contract by BELA to the full extent permitted by law.

- 7. FURTHER FOR THE CONSIDERATION set out above I indemnify BELA and its Associates against all liability arising as a result of my negligence (or the negligence of my servants or agents) in respect of any death, bodily injury, disability, damage (including property damage) occurring as a result of such negligence to the fullest extent permitted by law but only to the extent that BELA and its Associates are not already indemnified or insured.
- 8. I AM AWARE this is a legal document and that I have had the opportunity of taking independent legal advice before signing it. After taking such advice (or waiving my right to do so) I confirm that I have read and understand the terms and conditions pertaining to this Agreement, and that I am signing it of my own free will, knowing that I am relinquishing important legal rights.
- 9. In the case of the above named member being under the age of eighteen (18) years, I, the parent or guardian of such member acknowledges that I have read this document and have had the opportunity of taking independent legal advice before signing it. After taking such advice (or waiving my right to do so) I confirm that I have accepted its terms and conditions on behalf of such member and in consideration of such member being allowed to participate in the sport of Lacrosse administered by BELA. I indemnify BELA and its Associates against all liability arising as a result of such members negligence (or the negligence of such members servants or agents) in respect of any death, bodily injury, disability, damage (including property damage) occurring as a result of such negligence to the fullest extent permitted by law but only to the extent that BELA and its Associates are not already indemnified or insured.
- 10. The information provided by me in this Agreement is to the best of my knowledge and believe true and correct.
- 11. This Agreement constitutes the entire agreement between BELA and me, and I am aware that it can only be subsequently varied, amended or cancelled by the prior written agreement between BELA and myself.

## AGREEMENT OF MEMBERSHIP (QUEENSLAND LACROSSE ASSOCIATION):

I hereby apply for membership of Queensland Lacrosse Association Inc. and agree to abide by the provisions of the Constitution and By-Laws of QLAI. I will also abide by all QLAI policies applicable to my membership including Anti-doping Policy, Codes of Behaviour and Membership Protection Policy.

- 1. I tender the appropriate fees necessary for the consideration and acceptance of my Application for Membership.
- 2. I understand and agree that any photographs, film or images of me or any other media information in connection with me or my activities with QLAI or any of its affiliates are and remain the property of QLAI and may be used by QLAI for any form of publicity or advertising which QLAI in its sole discretion desires to use.
- 3. I hereby represent the information given in this application is true and correct to my knowledge

## PARTICIPATION AGREEMENT (ACKNOWLEDGMENT, WAIVER AND INDEMNITY):

IN CONSIDERATION of my being allowed to participate in the sport of Lacrosse administered by QLAI and/or in consideration of the benefits which are available to me (or on my behalf) through the Insurance Scheme (the Schedule of Benefits of which I have read, acknowledged and accepted as being reasonable compensation, I:-

- Acknowledge and assume all risk of death, bodily injury, disability or damage (including property damage);
- Waive all claims which may be made by me or on my behalf against QLAI, its servants, agents and all persons and corporations operating under its auspices and authority and all players, referees, coaches, trainers and others registered with it (individually and collectively called "Associates") for death, bodily injury, disability or damage (including property damage); Arising by, through or in connection with QLAI caused or contributed to by acts of negligence or breach of contract by QLAI to the full extent permitted by law.

FURTHER FOR THE CONSIDERATION set out above I indemnify QLAI and its Associates against all liability arising as a result of my negligence (or the negligence of my servants or agents) in respect of any death, bodily injury, disability, damage (including property damage) occurring as a result of such negligence to the fullest extent permitted by law but only to the extent that QLAI and its Associates are not already indemnified or insured.

I AM AWARE this is a legal document and that I have had the opportunity of taking independent legal advice on it. After taking such advice (or waiving my right to do so) I confirm that I have signed this Agreement of my own free will knowing that I have relinquished important legal rights.

In the case of the above named member being under the age of eighteen (18) years, I, the parent or guardian of such member acknowledges I have read this document and have had the opportunity of taking independent legal advice on it. After taking such advice (or waiving my right to do so) I confirm I have accepted its terms on behalf of such member and in consideration of such player being allowed to participate in the sport of Lacrosse administered by QLAI I indemnify QLAI and its Associates against all liability arising as a result of such members negligence (or the negligence of such members servants or agents) in respect of any death, bodily injury, disability, damage (including property damage) occurring as a result of such negligence to the fullest extent permitted by law but only to the extent that QLAI and its Associates are not already indemnified or insured.