# HOLIDAY PROGRAM ENROLMENT FORM

<table>
<thead>
<tr>
<th>Title</th>
<th>Mr</th>
<th>Mrs</th>
<th>Miss</th>
<th>Ms</th>
<th>Dr</th>
<th>Prof</th>
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<tbody>
<tr>
<td>Parent’s Full Name</td>
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<td>Parent’s Membership Number</td>
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<td>Emergency Contact Name</td>
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| Source of Introduction | MQ Staff Portal | ThisWeek MQ Newsletter | Email | Google | Facebook | Ryde District Mums Group | School Newsletter | Other: __________________

<table>
<thead>
<tr>
<th>Child (1) Name</th>
<th>Child (1) Date of Birth</th>
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<tbody>
<tr>
<td>Child (2) Name</td>
<td>Child (2) Date of Birth</td>
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<tr>
<td>Child (3) Name</td>
<td>Child (3) Date of Birth</td>
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In the event I am unable to pick up my children, the people named below have permission to take my children from the premises

<table>
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<tr>
<th>Person 1</th>
<th>Person 2</th>
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## Program Costs

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<td>Member:</td>
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<td>$40</td>
<td>Member:</td>
<td>$30</td>
</tr>
<tr>
<td>Non-Member:</td>
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<td>Non-Member:</td>
<td>$50</td>
<td>Non-Member:</td>
<td>$40</td>
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<tr>
<td>MQ Staff:</td>
<td>$65</td>
<td>MQ Staff:</td>
<td>$40</td>
<td>MQ Staff:</td>
<td>$30</td>
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## Program Details

(if your child is participating in more than one (1) program, please enter each program on a separate line below)

<table>
<thead>
<tr>
<th>Child Name</th>
<th>Program Participating In (select from above)</th>
<th>Dates</th>
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## Holiday Sport Program Acknowledgement

I understand that I must sign my child/ren in and out of the Multi Sports Camp and Gymnastics Clinics and that I must remain in the Centre if my child is under the age of 12 and participating in Swim Vac.

I understand that Participants must wear appropriate clothing as per Conditions of Entry Policy. This include sun screen being applied before your child/ren arrive for the Multi Sports Camp.

I acknowledge that Macquarie University Sport and Aquatic Centre reserve the right to cancel or reschedule Holiday Sport Programs. Where a program needs to be cancelled or rescheduled, all participants will be notified as soon as possible.

I acknowledge that all Mini MacWarrior Holiday Programs must be paid for in full at time of booking. There are no discounts or make-up lessons for missed lessons or days.

I acknowledge that timetables and facilities may be altered by management to suit seasonal and usage requirements. This may occur without warning.

I acknowledge that there are no refunds for cancellations for all Mini MacWarrior Holiday Programs. Any cancellation will result in a transfer to the following School Holiday period. Any cancellation with seven (7) days prior to the commencement of the program will incur a $15 administration fee.
HOLIDAY PROGRAM ENROLMENT FORM

Risk Warning: Civil Liability Act 2002 (NSW)

1. In this Membership Application Form, the term “Parent” refers to the legal parent or guardian of a child or of a person with a physical or mental disability who lacks capacity to understand this risk warning ("incapable person") and who is named as a Member on the Membership Application Form. The Parent of an incapable person enters into this Membership Agreement on his or her own behalf and as agent for each incapable person named on the Membership Application Form.

2. Members and Parents of incapable persons are warned that the sport, fitness and/or exercise programs ("Programs") that they and/or the incapable persons are undertaking are "recreational activities" or "dangerous recreational activities" as those terms are defined in Part 1A, Division 5, of the Civil Liability Act 2002 (NSW).

3. Members and Parents are warned that participation in a Program exposes them and/or the incapable person to risk of personal injury and death including by falls, injuries arising from physical combat, and water immersion.

4. Members and Parents understand and acknowledge that they have been given a risk warning by U@MQ under the Civil Liability Act 2002 (NSW), for and on behalf of themselves and/or the incapable person, that, during all times that they and/or the incapable person are or is in or about the Macquarie University Sport & Aquatic Centre ("Centre") and the Macquarie University Sport Fields and grounds ("Sport Fields") (together, the “Facilities”) or that they are undertaking any Program in any location which is organised, approved or endorsed by U@MQ, they and/or the incapable person are doing so at their own risk.

5. Members and Parents warrant that they and/or the incapable person are physically fit and able to engage in the Program.

6. Members and Parents understand and acknowledge the recommendation of U@MQ that they and/or the incapable person consult a medical practitioner prior to the commencement of any Program.

Privacy Notification

U@MQ is a controlled entity of Macquarie University and collects personal information on its own behalf and on behalf of Macquarie University. U@MQ has adopted Macquarie University’s privacy policy. U@MQ is collecting personal information on this form in relation to your or the incapable person’s application for a Macquarie University Sport and Aquatic Centre Membership. The personal information on this form will be used by U@MQ primarily for the assessment of the membership application and the administration of the payments and provision of services to you or the incapable person by U@MQ and Macquarie University. U@MQ may also use this personal information for alternate administrative purposes that may include auditing, software system support, program evaluation or to facilitate electronic payments. For the same purposes, U@MQ may disclose your or the incapable person’s personal information to a third party provider of these services that may include LINKS Modular Solutions, LINKSPAY, National Australia Bank, Macquarie university and its controlled entities. When storing personal information electronically, U@MQ may disclose your personal information or that of the incapable person to overseas recipients by virtue of its third party hosting arrangements. These cloud based servers are likely to be located in the United Kingdom, United States or countries within the European Union. Otherwise U@MQ will not disclose your personal information or that of the incapable person without your consent unless authorised to do so or required by law.

The provision of your personal information or that of the incapable person is voluntary, but if you do not provide the personal information, U@MQ will not be able to process your or the incapable person’s membership application or administer the membership. You may request access to your personal information or that of the incapable person at any time.

By signing this Membership Application Form, you confirm that you have read the Macquarie University's privacy policy at http://www.mq.edu.au/about/about-the-university/offices-and-units/campus-life/privacy-policy

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Signature Parent/Guardian (to sign if member is under the age of 18 years or an incapable person)</td>
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Program Membership Agreement Terms & Conditions

U@MQ Limited ("U@MQ") is a controlled entity of Macquarie University. It administers the Sports & Aquatic Centre ("Centre") and the Macquarie University Sport Fields and grounds ("Sport Fields") (together, the “Facilities”) on behalf of Macquarie University. On acceptance of the Terms and Conditions of this Membership Agreement, the person seeking membership will be referred to as a "Member" and will have the usage rights and obligations as set out below. In this Membership Agreement, the term "Parent" refers to the legal parent or guardian of a child or of a person over 18 years of age with a physical or mental disability who lacks capacity to understand the risk warning on the Membership Application Form ("incapable person"). The Parent of an incapable person enters into this Membership Agreement on his or her own behalf and as agent for each incapable person named on the Membership Application Form.

1. MEMBERSHIP
Membership commences on the date stated on the Membership Application Form. The Member must present their membership card or photo identification to gain entry. Members will be charged a $2.50 fee to replace lost or stolen membership cards. Membership is personal to the Member and memberships cannot be assigned or transferred to another person. The General Manager, or their nominated representative, reserves the right to cancel this Membership Agreement and request return of this membership card at their discretion.

2. ANNUAL REGISTRATION FEE
Gymnastics and Martial Arts Members must pay the annual registration fee to U@MQ, who will in turn submit the fee to the relevant NSW gymnastics and martial arts governing bodies. This registration fee must be paid at the time of joining the Program and renewed on an annual basis as outlined by the governing body as part of the Member’s current Direct Debit.

3. CHANGES TO MEMBERSHIP
All requests for changes to Memberships (including contact details) must be made in person at the Administration Desk at the Centre or online. U@MQ will communicate with the Member or Parent primarily by email and/or SMS. Members and Parents must inform U@MQ promptly if their contact details change. U@MQ will not process membership changes including but not limited to cancellation requests over the phone.

4. FEES
Membership fees are set out in the Membership Application Form.

U@MQ periodically reviews its membership terms and conditions and membership fees and inclusions. U@MQ will provide at least fourteen (14) days’ notice prior to any proposed change in membership terms and conditions, fees and inclusions by posting such changes on its website or by emailing the Member or Parent at the contact email on record. If the Member or Parent does not wish to accept the changes to the membership terms and conditions they may terminate the membership with immediate effect in the manner provided in clause 7.

If Members have been provided discounted fee rates because they meet the conditions of U@MQ from time to time and subsequently cease to meet those terms and conditions, U@MQ may, without notice, debit from the Member’s account or invoice the correct fees.

5. COOLING OFF PERIOD
All U@MQ membership and registration fees are refundable during a “Cooling Off Period” of seven (7) days beginning on the date the Membership Agreement is signed. If the membership is cancelled during the Cooling Off Period, the cost of the total pro-rated payment, less the value of any goods or services received, will be refunded. The Cooling Off Period does not apply where a membership is renewed.

6. MISSED LESSONS
Refer to the Missed Lesson Policy at www.campuslife.mq.edu.au. U@MQ reserves the right to update and amend its Missed Lesson Policy from time to time.

Non-attendance for an eight (8) week consecutive period may result in membership termination at the discretion of the Manager – Sport Program. Attempted contact with the Member or Parent with regard to membership and/or cancellation will be made via phone and/or email prior to cancellation. Members will not be given a refund of fees for services missed prior to the cancellation.

7. CANCELLATIONS & REFUNDS
After fulfilling the minimum 12 weeks of a Program, Members or their Parents may, by providing a minimum 15 days’ notice and completing a Cancellation Form at the appropriate Administration Desk, cancel the membership. U@MQ will not process a cancellation request if the Member is in arrears.

If the Member has a medical condition precluding participation in the Program for a minimum four (4) consecutive weeks, the Member may cancel the membership (including during any minimum 12-week period for the Program), by providing notice to U@MQ within a week after the first missed lesson, together with a medical certificate by a doctor stating that the Member’s medical condition renders the Member unfit to participate in the Program and stating the period of time during which the Member will be unfit. Members will not be given a refund of fees for services missed prior to providing a medical certificate.

8. PERMISSION TO PHOTOGRAPH
Members and Parents must not take photographs or video footage of other Members during Program lessons unless they have the prior approval of the Manager – Sport Programs.

9. BEHAVIOUR WITHIN THE CENTRE
While in or near the Facilities, Members and Parents must comply with U@MQ’s Terms & Conditions of Entry, Facilities signage and the directions of Facilities staff.

U@MQ reserves the right for its staff to refuse entry, cancel a membership or direct Members and Parents to leave the premises (which they must do promptly) if they do not behave in a responsible manner, are under the influence of drugs and/or alcohol, or do not adhere to the U@MQ Terms & Conditions of Entry, Facilities signage or directions from staff.

Members and Parents will not be given a refund of fees if they are or the incapable person is refused entry or their membership is cancelled because of their inappropriate behaviour in or near the Facilities.

10. CLOTHING
Appropriate clothing must be worn at the Facilities at all times. Use of the Health Club, Social Sport and Group Fitness Classes require enclosed shoes. A towel must be used in the Health Club. Appropriate swimwear must be worn in the pools.

11. OUTSTANDING FEES
Direct Debit Membership is ongoing and will be charged fortnightly on a Tuesday unless the membership is cancelled in accordance with these terms and conditions, in which case the cancellation provisions apply. Membership fees must be paid regardless of Centre usage.
Program Membership Agreement Terms & Conditions

Members must have sufficient funds in their nominated account and must provide U@MQ with a direct debit authority for all membership fees and, in the case of martial arts and gymnastics Programs, annual registration fees. Members must provide U@MQ with updated account information if the information changes.

U@MQ may charge a $5.50 failed payment fee for each unsuccessful debit transaction as well as dishonour fees charged by U@MQ's financial institution, in addition to any charges it receives from the Member's financial institution. If Members have outstanding debts, they may be denied access to the Facilities and/or Program lessons.

U@MQ will take reasonable steps to contact Members or Parents if a direct debit payment is not made. U@MQ will implement re-debit measures as necessary to recover any outstanding debts. U@MQ will continue to debit from the nominated account even in circumstances where the membership is cancelled, until all debts have been paid.

U@MQ may, at its discretion and without notice, cancel a membership if fees are in arrears. The amount owing may be passed on to a debt collection agency for recovery. Any costs associated with this are at the Member’s or Parent’s expense. If Members or Parents have a query regarding payments, U@MQ will use reasonable endeavours to respond within five (5) business days.

12. VARIATION/UNAVAILABILITY OF FACILITIES OR SERVICES
U@MQ reserves the right to vary, add, or eliminate from time to time any of the particular facilities, entitlements or services. U@MQ is not liable if the Facilities or a particular facility or service is unavailable at any particular time, including due to a prior booking, mechanical breakdown, fire, act of God, condemnation, catastrophe or any other reason. Members and Parents must not hold U@MQ responsible or liable for such occurrences.

13. PARKING
U@MQ does not control the parking facilities near the Centre and accepts no responsibility if parking is not available.

Members and Parents must obey all traffic signs and parking terms and conditions in or around the Facilities.

14. LOCKERS
U@MQ does not accept responsibility for items which are lost or stolen from lockers or other areas in or around the Facilities.

To the maximum extent permitted by law, the liability of U@MQ for any loss or damage to the property of Members, incapable persons or Parents that may arise from any cause (including the negligence, or any act or omission of U@MQ or its employees, servants, agents, or independent contractors), is excluded.

To the extent that the liability of U@MQ under this clause 14 cannot be excluded, the liability of U@MQ is limited in accordance with clause 21.

15. COPY OF MEMBERSHIP AGREEMENT
Upon acceptance of an application for membership, U@MQ will provide the Member or Parent with a copy of the Membership Agreement. If the Member or Parent loses their copy, U@MQ may provide the Member or Parent with another copy but the Member or Parent must:
   a. request a copy in writing at the Administration Desk; and
   b. at the time the request is lodged, pay an administration charge of $75.00.

U@MQ will then endeavour to provide the Member or Parent with a copy within 14 days of their request.

16. OUT OF LESSON ACCESS
Swim School members are entitled to access the pools one (1) hour before their lesson. Guests of members, including parents supervising children six (6) years and older must pay a casual entry fee. One (1) parent of members aged five (5) years and under is allowed entry free of charge when their child attends a program lesson, in line with U@MQ’s Keep Watch Policy. Access and use of additional facilities must be paid for.

17. SCHOOL HOLIDAY PROGRAMS
Refund policy – Cancellation requests must be made in writing to the School Sport and Programs Coordinator more than seven days before the program commencement. Refunds will only be provided for medical reasons, including cancellation of Program.

Medical cancellations - A medical cancellation will be available where a member has a medical condition precluding participation in any program. Medical conditions include prolonged illness, hospitalisation, broken bones and contagious diseases. The member must contact the School Sport and Programs Coordinator within 14 days of incurring the medical condition, and provide a supporting medical certificate covering the refund period. All programs must be paid in full at the time of the booking. We do not offer any discounts for missed sessions.

18. CIVIL LIABILITY ACT 2002 (NSW)
This clause 17 applies only to harm as that term is defined in the Civil Liability Act 2002 (NSW). In this clause 17, “recreation services”, “recreational activity”, “parents” and “incapable person” have the meanings given to those terms in the Civil Liability Act 2002 (NSW).

Members and Parents of incapable persons acknowledge that participation in the Program supplied by or on behalf of U@MQ or at the Facilities, is at the Member’s or incapable person’s own risk.

It is a term of this Membership Agreement for the provision of recreation services that Members or incapable persons participate in the Program at their own risk.

19. AUSTRALIAN CONSUMER LAW (Cth)
Sections 60, 61 and 62 of the Australian Consumer Law at Schedule 2 of the Competition and Consumer Act 2010 (Cth) contains guarantees in relation to provision of services to consumers that the services will be:
   a. provided with due care and skill;
   b. fit for any particular purpose that the consumer has made known as the purpose for which the consumer is acquiring the services; and
   c. supplied within a reasonable time

(“Consumer Guarantees”)

This clause 18 applies only to liabilities out of which a party may lawfully contract pursuant to section 139A of the Competition and Consumer Act 2010 (Cth) and is not intended to apply to (i) any liability other than a liability in section 139A(3) of the Competition and Consumer Act 2010 or (ii) significant personal injury caused by reckless conduct.

In this clause 18, “recreational services” has the meaning given to that term in the Australian Consumer Law. Subject to this clause 18, it is a term of this Membership Agreement that the Consumer Guarantees are excluded and are without effect in relation to those recreational services.
20. MEMBER AND/OR PARENT’S WARRANTY
By signing this application for membership, Members or Parents of incapable persons warrant that they or the incapable persons are physically and mentally sound and are not suffering from any condition, impairment, disease, infirmity, or other illness that would prevent their participation in the Program at the Facilities.

Members and Parents acknowledge that:

a. they have been informed by U@MQ of the need for a physician’s approval for participation in a Program;
b. it is their sole responsibility to obtain an examination by a physician prior to participation any Program;
c. They or the incapable person have either had a physical examination and been given their physician’s permission to participate in a Program, or if they have chosen not to obtain a physician’s permission prior to participating in a Program, they or the incapable persons are participating in the Program at their own risk.

21. COMMON LAW RELEASE
This clause 20 applies only to liabilities out of which a party may lawfully contract and which are not the subject of clauses 17 and 18.

The Member or Parent of an incapable person now and forever releases U@MQ from all and any liability from personal injury and death howsoever arising, including in tort (including negligence), contract or pursuant to statute and waives any rights he or she may have at any time to bring a claim for the same.

22. MAXIMUM LIABILITY OF U@MQ
The liability of U@MQ for loss or damage (not being a liability the subject of clauses 17, 18 and 20) howsoever arising in connection with the presence of a Member, incapable person or Parent at or about the Facilities or for the supply of goods or services is limited, including in tort (including in negligence), contract or pursuant to statute, to:

a. In the case of goods, five (5) times the costs of the goods, or if the cost of the goods cannot be ascertained, five (5) times the market price of equivalent goods;
b. In the case of services, five (5) times the costs of the services, or, if the cost of the services cannot be ascertained, five (5) times the market price of equivalent services; and
c. In any other case, $2,500.

23. GENERAL

a. Interpretation
In this Membership Agreement:

- Words in the singular shall include the plural and vice versa save as the context may otherwise require;
- “Person” includes an individual, corporation, partnership, joint venture or other association and words importing a gender include every gender;
- References to a person includes that person’s executors, administrators, successors and permitted assigns, and, in the case of a trustee, include any substituted or additional trustee;
- A reference to any legislation or to any section of provision of any legislation includes any statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision and ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;
- The words “include,” “includes” and “including” and any cognate terms are to be read as if followed by the words “without limitation”; and
- The rule known as the contra proferentem rule does not apply to the construction or interpretation of this Membership Agreement or any provision in it.

b. Governing Law and Jurisdiction
This Membership Agreement is governed by the law in force in New South Wales and the Member, and/or the Parent of an incapable person submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts competent to hear appeals from the courts of New South Wales in respect of all proceedings arising in connection with this Membership Agreement.

c. Parent as agent
The Parent of an incapable person enters into this Membership Agreement on his or her own behalf and as agent for each incapable person named on the Membership Application Form. Membership and every term of this Membership Agreement (including each waiver and release) is made and given by the Parent on his or her own behalf and as agent for and on behalf of each incapable person. The Parent warrants that he or she (i) has the necessary authority to enter into and agree the terms of this Membership Agreement; (ii) will pass on to each incapable person the terms of the risk warning set out above; and (iii) has parental responsibility for each incapable person.

d. Waiver
Failure or delay to exercise or enforce, or the partial exercise of enforcement of, a right, power or remedy provided by law or under this Membership Agreement does not preclude, or operate as a waiver of the exercise or enforcement, or further exercise of enforcement, of that or any other rights, power, or remedy provided by law or under this Membership Agreement. A waiver or consent given under this Membership Agreement is only effective and binding if it is given or confirmed in writing.

e. Nothing contrary to law
Nothing in this Membership Agreement is intended to, or is construed so as to limit or exclude a liability which cannot as a matter of law be limited or excluded.

f. Severability
If, at any time, any provision of this Membership Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this will not affect or impair (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Membership Agreement or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Membership Agreement.