FOOTBALL NSW REGISTRATION – JUNIOR PLAYER; SENIOR PLAYER FOOTBALL NSW REGISTRATION

By registering with Football Australia (FA) using the FA Registration System (Play Football) (or by registering via your Association's registration system), you (the Member) (or, if the Member is under 18 years of age, the Member's parent or legal guardian (Guardian) and the Member):

- 1. warrant that the information provided is current and correct;
- 2. warrant that the Member holds only one Play Football account;
- 3. agree to comply with the Football NSW Rules and Regulations and FA Rules and Regulations (as defined in the Football NSW Grievance and Disciplinary Regulations) in relation to dual registration;
- 4. agree to comply with the Football NSW Rules and Regulations and FA Rules and Regulations, including, but not limited to, the Football NSW By-Laws, Football NSW Grievance and Disciplinary Regulations, Football NSW Social Media Policy and applicable Football NSW Competition regulations, copies of which are available on www.footballaustralia.com.au, www.footballaustralia.com.au)
- 5. agree to provide the Member's club with details of any and all football-related suspensions the Member is subject to and acknowledge that failing to do so may result in the Member serving an additional suspension and in the Member's club forfeiting any matches in which the Member participates in;
- 6. acknowledge and agree that the Member must be registered to serve any fixture suspension;
- 7. if the Member is under 18 years of age, you as the Member's Guardian, acknowledge and agree that a failure by the Member and/or you to comply with the Football NSW Rules and Regulations and FA Rules and Regulations, including, but not limited to, the FA Spectator Code of Behaviour, may result in you being sanctioned (including, but not limited to, being banned from attendance at matches and/or training) and may result in the Member being sanctioned (including, but not limited to, suspension or deregistration);
- 8. acknowledge and agree that the liability for the payment of, or the entitlement to a refund of (as the case may be) the Member's registration fee will be determined in accordance with their club, Association and/or Branch's (as the case may be):
- i. refund policy;
- ii. Play Football terms and conditions; and/or
- iii. written agreement with the Member;
- 9. acknowledge that if the Member leaves their club at any time after completing their registration via Play Football, their club, Association and/or Branch (as the case may be) is and remains liable to Football NSW for the payment of the Football NSW and FA component of their registration fee unless one of the following conditions is satisfied:
- i. the Member cancels their application to register before it is actioned by their club;
- ii. the Member's application to register is declined by the club;
- iii. in the case of a participant in community football: the Member has not yet played a game for the club and the Member's deregistration is completed and approved on or before the Deregistration Deadline as communicated by Football NSW from time to time; iv. in the case of a participant in a Football NSW competition (e.g. NPL, WNPL etc.): the
- Member's deregistration is completed and approved before the first round of the applicable competition; or
- v. Football NSW determines, in its absolute discretion, that exceptional circumstances apply;

- 10. acknowledge and agree that while the relevant entities are entitled to refund the Football NSW and FA component(s) of the Member's registration fee if the Member satisfies one of the conditions referred to in clause 8 above, it is ultimately up to those entities to determine, in accordance with the documents referred to in clause 7 above, whether the Football NSW and FA component(s) of the Member's registration fee will be refunded; 11. acknowledge that you are exposed to certain risks whilst participating in Football, including but not limited to physical exertion, contact with equipment and other persons, weather and ground conditions and exposure to potential or actual medical conditions, infections and/or illnesses from communicable diseases (including, without limitation, COVID-19). You acknowledge that accidents can and often do happen, which may result in you being injured or even killed, or your property being damaged. You have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Football;
- 12. acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods and services may be excluded. You acknowledge that these implied terms and rights and any liability of your club, Branch, Association, Football NSW or FA flowing from them are expressly excluded to the extent possible by law, by these terms and conditions. To the extent of any liability arising, the liability of your club, Branch, Association, Football NSW and/or FA will, at the discretion of your club, Branch, Association, Football NSW and/or FA, be limited to the resupply of the services or the payment of the cost of having the services supplied again;
- 13. in consideration of Football NSW accepting your registration:
- (a) release and will release your club, Branch, Association, Football NSW and FA (including each of their directors, officers, employees, agents, contractors, and assigns) from all Claims (including for any illness, disability or death) that you have, may have or may have had but for this release arising from or in connection with your registration and participation in Football; and
- (b) indemnify and will keep indemnified, hold harmless and defend your club, Branch, Association, Football NSW and FA (including their directors, officers, employees, agents, contractors, and assigns) to the full extent permitted by law from and against any Claim by any person that may be incurred or sustained by each of them arising as a result of or in connection with your registration and participation in Football.
- Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost, liability or expense however arising including but not limited to negligence, assault or breach of other obligations imposed by law BUT does NOT include a claim against Football NSW by any person entitled to make a valid claim under a relevant Football NSW insurance policy;
- 14. declare and warrant that you are medically, mentally and physically fit and able to participate in any Football activity. You are not and must not be a danger to yourself or to the health and safety of others. You will immediately notify Football NSW in writing of any change to your medical condition, fitness and ability to participate. If you are feeling unwell, you will not attend nor participate in any Football activity;
- 15. acknowledge that Football NSW encourages you to be vaccinated against COVID-19 to participate in Football activities. Should you participate unvaccinated, you do so at your own risk, and your club, Branch, Association, Football NSW, and FA have no liability to you for, and you expressly release your club, Branch, Association, Football NSW and FA (including

their directors, officers, agents, contractors and assigns) from, all costs without limitation that you might incur should you contract COVID-19.

FOOTBALL NSW PERSONAL INJURY INSURANCE INFORMATION – JUNIOR PLAYER; SENIOR PLAYER

FOOTBALL NSW PERSONAL INJURY INSURANCE INFORMATION

All of the information contained below is general in nature and is subject to the terms and conditions of the Football NSW Personal Accident Insurance Policy applicable at the time of the injury. The information contained below is based on the 2022 Policy, which commences at 4:00 pm on 31 January 2022.

When does Personal Accident Insurance apply?

Personal Accident Insurance provides coverage for participants aged up to 90 years of age (and up to 75 years of age for excess capital benefits cover) for injuries sustained whilst participating in a Football NSW sanctioned activity under the following circumstances:

- An official match, trial or training session;
- Travelling to participate in representative matches or authorised games as sanctioned by Football NSW;
- Travelling directly to or from home, place of employment or place of education and official activities as specified in the policy;
- Participation in an official club function, and
- Travel including intrastate, interstate and overseas travel, which is directly related to football participation sanctioned by Football NSW.

What cover is generally provided under a Personal Accident Insurance policy? Capital Benefits - provides cover in the event of death or permanent disability. Please refer to your Policy Schedule for full benefit details and limits. Note that the additional cover secured by Football NSW for quadriplegia and paraplegia events is limited under the terms of the policy to participants aged up to 75 years of age.

Non-Medicare Medical Benefits - provides reimbursement for items that are not claimable in any way through Medicare. Please note that Commonwealth legislation provides that a Medicare Item and the Medicare Gap cannot be reimbursed.

Loss of Income cover – provides a weekly benefit of 85% of the claimant's average weekly income up to a maximum of \$250 per week. (Subject to policy excess, exclusions and limits). Other benefits as noted in the policy. Please refer to your Policy Schedule for full benefit details.

Examples of Personal Accident Claims:

Capital Benefit - a participant, loses permanent sight in one eye as a result of being hit by a ball. The claimant can claim for permanent disablement under this section.

Non-Medicare Medical Benefits - a participant requires a knee reconstruction as a result of a sporting injury. A claim can be made through this section of the policy for items not covered in part by Medicare, including the Medicare Gap (exclusions and limits apply).

How do I make a Personal Accident claim?

Step 1 - access an online claim form on the Gow Gates website;

Step 2 - complete all relevant sections of the claim form;

Step 3 - submit the claim form as required;

What is generally covered under a Personal Accident Insurance policy?

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Physio;
Chiro;
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Dental;

Ambulance transport; and

Private hospital accommodation.

What is generally NOT covered:

Doctor's Fees;

Surgeon's Fees;

Specialist Fees;

Anaesthetist's Fees;

MRI Scans;

X-rays;

Public hospital costs; and

Any item that is a Medicare item, including the Medicare Gap.

You cannot claim if, for example, you:

Play contrary to medical advice;

Have a pre-existing injury;

Suffer the injury while under the influence of drugs or alcohol;

Suffer the injury in the commission of a criminal act; and/or

Have a pre-existing illness or disease (i.e. cancer, heart condition)

Further Information

For further insurance and claimable benefits information, refer to www.footballnsw.com.au