

Seacliff Hockey Club Inc Membership Agreement



I am applying for membership to **Seacliff Hockey Club Incorporated** ("the Club") and **agree** to be bound by the following terms, should my application be accepted:

1. **Agreement:** This is a legally binding agreement between the Club, the other members and I.
2. **Laws:** will be bound by the Club's Constitution, By-laws, Resolutions and Rules ("Laws").
3. During the time I am a member of the Club, I will also be bound by the Laws of the relevant Hockey Organisations ("Organisations") that I am involved with. These organisations may include but are not limited to Hockey SA, Hockey Australia, the International Hockey Federation and their respective members. I agree to participate in accordance with the Rules of the Game and all other applicable rules, regulations and directives.
4. **Terms of Membership:** I acknowledge that if I:
 - 4.1. do anything which may adversely affect or reflect on or discredit the Game of Hockey, the Club or Organisations;
 - 4.2. repeatedly breach the Rules of the Game relating to foul play or misconduct;
 - 4.3. assault, abuse, threaten or intimidate any other member of the Club or Organisations, whether on or off the field;
 - 4.4. do not pay my membership or other fees when they become due and owing; or
 - 4.5. do anything else that, in the opinion of the Board requires the termination of my membership;then the Club may terminate my membership immediately subject only to the Laws of the Club or Organisations.
5. **Acknowledgment:** I am aware and acknowledge that:
 - 5.1. **"Participate"** means participating in any capacity in any event that has a connection with the Club or Organisations. This can include, but is not limited to, being involved in games, trainings, social and fundraising events as a player, spectator, official or in any other capacity.
 - 5.2. Participating in hockey has inherent dangers and risks, including risk of injury or death; and
 - 5.3. Accidents can happen which may result in me being injured or my property being damaged.
6. **Release and Indemnity:** To the extent permitted by law, I release and indemnify the Club, the Organisations and its members from any claim that may arise due to my participation, except a claim under any right expressly conferred by the Laws of the Club or Organisations. I participate at my own risk with a full appreciation of the nature and extent of all risks involved in the activity and accept and assume the risks in participating.
7. **Declaration of Fitness:** I declare I am medically, physically and mentally fit to participate in the capacity and at the events I participate in. If my fitness to participate changes, I will immediately

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notify the Club in writing. The Club can rely on this declaration as evidence of my fitness to participate.

8. **Medical Treatment:** I consent to receiving any medical treatment that the Club or Organisations reasonably consider necessary or desirable for me during or following my participation. I agree to reimburse the Club or relevant Organisation for this medical treatment.
9. **Payment of Fees:** I agree to pay my membership fees, playing fees and any other fees or charges that are incurred by me in my participation ("Fees"), as and when they become due and payable. I acknowledge and agree that if I do not pay my Fees, then:
 - 9.1. The Club may charge me an additional fee should the Fee that remain outstanding from the date they became due and payable;
 - 9.2. I will not be allowed to participate until my Fees have been paid;
 - 9.3. The Club may take action to recover any outstanding fees;
 - 9.4. The Club may charge me any costs it incurs in attempting to obtain those outstanding Fees from me, including all administration and legal costs; and
 - 9.5. The Club may terminate my membership.
10. **Severance:** If any provisions of this membership agreement are invalid or unenforceable, then the offending phrase or clause will be read down or severed from this agreement so that this agreement may remain valid and enforceable.
11. **Declaration** I declare that:
 - 11.1. I have read, understood and agree to be bound by the terms of this agreement; and
 - 11.2. The information supplied by me on this Application and Agreement is true and correct.