



Disclaimer Notice

1 INTRODUCTION

This disclaimer notice applies to *all practices and games (Event)* run by Cayman Fury Netball Club. (**we** or **us**). By participating in the Event, you agree to be bound by this disclaimer notice (as set out below).

2 PARTICIPATING IN THE EVENT

2.1 By participating in the Event, you agree that you:

2.1.1 will comply with any notices, warnings or instructions that are displayed or given to you by our staff or their designate. Please ask our staff if you have any issues or questions;

2.1.2 will act and behave in a responsible, sensible and safe manner at all times;

2.1.3 are responsible for any personal equipment or property that you use during the course of the Event and you will ensure that such equipment or property is in good working order, has been properly maintained and is used safely and in accordance with its instructions;

2.1.4 are fit to participate the Event and you must ensure that you are fit to participate;

2.1.5 will be courteous and respectful to other which includes but not limited to being kind, coming to the Practice or game on time, listening to others, using appropriate language, and coming prepared to learn.

2.1.6 will wear appropriate clothing and footwear including but not limited to netball skirt, skorts or shorts, t-shirt, singlet, sports footwear suitable for outdoor and indoor use.

3 WHAT ARE WE EACH RESPONSIBLE FOR

3.1 In the absence of any negligence or other breach of duty by us:

3.1.1 participating in the Event is entirely at your own risk;

3.1.2 use of any equipment or property is entirely at your own risk;

3.1.3 we are not responsible or liable for any theft, damage, destruction or loss of your equipment, property or possessions at our Event (including on the premises);

3.1.4 you will be liable for any damage or loss caused by you.

4 MEDICALLY FIT TO PARTICIPATE

- 4.1 Netball practice and games are a potentially demanding and physical activity. Netball is a noncontact sport but there are risks associated with this Event that we cannot fully remove or mitigate. You should ensure that you are fully aware of the associated risks of participating in this Event. In particular, this includes the risk of the following types of personal injury: bruising, head injuries, muscle pain, fracture, broke bones or ligaments tear.
- 4.2 We are not qualified to express an opinion confirming that you are fit to participate in the Event and you must ensure that you are fit to participate. You must not participate if you are suffering from any serious medical condition or have recently undergone surgery unless you have a certificate of your fitness to participate from your doctor. You must not participate if you have any condition or take any prescription which would render you unfit to participate.

5 RIGHT TO RECORD THE EVENT

- 5.1 During the Event, filming, photography and broadcasting may take place, which may capture or record you in images and/or recordings.

For information about how your personal information will be used, please see our **Privacy Notice which is available on our website www.netball.ky/privacynotice**.

- 5.2 By participating in the Event, you grant permission for us to record and use your voice, image and likeness captured by any means (including using mobile devices, telephones and cameras) during, at or around the Event (including on our premises). This may be used in photographic images and/or films and for advertising our events.
- 5.3 If you are a parent, guardian or responsible adult accompanying a person under 18 years of age on the date of the Event, you agree to the recording and use for the purposes set out in the above paragraph on behalf of that person who is under 18.
- 5.4 We only use your personal information in accordance with our Privacy Notice. Please ensure you take the time to read this, as it includes important information. You understand that we do not need your consent when we process your personal data for the purposes set out in our Privacy Notice.

6 GOVERNING LAW AND JURISDICTION

- 6.1 The laws of the Cayman Islands apply to this disclaimer, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 6.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of the Cayman Islands. This means that you can choose whether to bring a claim in the courts of the Cayman Islands or in the courts of another part of the Cayman Islands in which you live.

Before you sign this disclaimer notice, it is important that you have read and understood the statement in full. If there is any term in this disclaimer notice that is not clear to you or you do not understand, please speak to a member of staff before you sign.

Signature.....

Name.....

Date.....

I am the parent, legal guardian or responsible adult of the minor named above. I have the legal right to consent to and I consent in all respects to the terms of this disclaimer.

Signed by parent, guardian or responsible adult of the minor.....

Name of parent, guardian or responsible adult of the minor (print).....

Date.....