

**At-Match Activity Participation Terms (applies only if the Participant attends an on-ground activity at an Australian Cricket match venue (eg. International Match or W/BBL Match venues)**

If the Participant is selected, and participates in an At-Match Activity I agree that in consideration of allowing me and/or the Participant to participate in the At-Match Activity, I (for myself, my heirs, executors, administrators and next of kin) and on behalf of the Participant, represent and warrant to, and agree with Cricket Australia ABN 53 006 089 130, the State Association and Venue Operator specified in item 16 and Woolworths (together the “Operators”) that:

**RISK WARNING AND ACKNOWLEDGEMENT**

1. () I acknowledge and agree that my and/or the Participant’s participation in the At-Match Activity involves participation in a sporting activity, similar leisure-time pursuit or another activity involving physical exertion or physical risk and that I and/or the Participant will undertake the At-Match Activity for the purposes of recreation, enjoyment or leisure. The At-Match Activity may involve entry onto the field of play and/or another area with risks specific to that area, and I understand that there are inherent risks, hazards and dangers associated with such participation in the At-Match Activity, including but not limited to those listed below, and that I and/or the Participant may suffer serious injury, or even death, as well as property loss or damage as a result of my participation. I acknowledge that this is a risk warning as applicable under the *Civil Liability Act 2002 (WA)*, *Civil Liability Act 2002 (NSW)*, *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, *Civil Liability Act 2003 (QLD)*, *Fair Trading Act 1987 (SA)* *Civil Liability Act 2002 (TAS)* (the “**State Consumer Laws**”) and any other applicable law.

Risks may include but are not limited to:	
Risk of strike from a cricket ball	Risks related to heat and exposure to the sun
Risks associated with playing cricket	
Risks associated with moving between seat and onto the field	
I understand this list is not exhaustive and there may be other risks inherent to the At-Match Activity.	

2. I am, and the Participant is, physically and medically fit enough to participate in the At-Match Activity. I am not aware of any medical condition, impairment, disease, illness or other reason why I or the Participant should not participate in the At-Match Activity.
3. To the fullest extent permitted by law, I indemnify and will keep indemnified the Operators and each of their directors, officers, employees, volunteers, promoters, independent contractors and agents (the “**Operator Parties**”) against all costs, losses or damages however caused, arising from or in relation to my or the Participant’s participation in the At-Match Activity.
4. To the fullest extent permitted by law (including section 139A of the *Competition and Consumer Act 2010 (Cth)* and, as applicable: , section 5J of the *Civil Liability Act 2002 (WA)*, section 5N of the *Civil Liability Act 2002 (NSW)*, section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, section 19 of the *Civil Liability Act 2003 (QLD)*, section 42 of the *Fair Trading Act 1987 (SA)*, and/or section 20 of the *Civil Liability Act 2002 (TAS)*), the Operator Parties exclude all liability (including in relation to any warranty or guarantee) arising from any loss or damage suffered by me or the Participant in connection with the At-Match Activity, including in respect of any death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury), contraction, aggravation or acceleration of a disease or coming into existence, aggravation, acceleration or recurrence of any other condition or occurrence that is or may be harmful or disadvantageous to me arising from the At-Match Activity not being supplied with due care and skill or not being reasonably fit for purpose or for any breaches or failure of any consumer guarantees under Commonwealth law in the form of Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (the “**Australian Consumer Law**”) or the State Consumer Laws, or due to negligence by any of the Operators or Operator Parties or for breach of contract.
5. To the fullest extent permitted by law, the Operator Parties' liability to me or the Participant for a breach of any non-excludable guarantee is limited to a refund for any fees paid in connection with my or the Participant’s entry into the venue.
6. Nothing in this document excludes, limits or modifies the application of the Australian Consumer Law or the State Consumer Laws or the exercise of any rights or remedies conferred by the Australian Consumer Law or the State Consumer Laws where to do so would contravene the Australian Consumer Law or the State Consumer Laws.

## CONSENT AND PARENT/GUARDIAN RESPONSIBILITIES

7. I am at least 18 years old and have voluntarily elected to, and requested the Operators allow me and/or the Participant to participate in the At-Match Activity.
8. I freely and voluntarily assume all risks associated with myself and/or the Participant participating in the At-Match Activity and acknowledge that participation is entirely at their and my own risk and that I may withdraw myself and/or the Participant from the At-Match Activity at any time.
9. I consent to myself and the Participant receiving and to pay for any medical treatment (including without limitation, ambulance transportation) which is considered by the Operators to be advisable or deemed reasonable before, during or after the At-Match Activity. I indemnify and will keep indemnified the Operators for all costs associated with this medical treatment.
10. I am fully responsible for any loss or damage to, and the security of my and the Participant's personal belongings before, during and after the At-Match Activity.
11. I consent to (i) the recording of my and the Participant's image, likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers) (together the "**Images**"), (ii) the collection and use of my and the Participant's personal information in accordance with this Waiver and Release and Australian Cricket's Privacy Policy (available at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy)) and (iii) the use of the Images for commercial exploitation and other promotional or public relations purposes, throughout the world by any means (including but not limited to broadcast, telecast and print) by the Operators and their commercial partners without compensation to me or the Participant (including, recording my participation in the At-Match Activity and using the Images at the venue and on the vision screens).
12. I agree to and will procure that the Participant obey and accept the At-Match Activity rules and any other instructions issued by the Operators at any time.
13. I agree not to, and procure that the Participant will not, do anything which may adversely affect, prejudice or bring into disrepute the reputation of any of the Operators or the venue.
14. I acknowledge that my and/or the Participant's participation in the At-Match Activity is at the sole discretion of the Operators and accept that the Operators may cancel or postpone the At-Match Activity or may remove me and/or the Participant from the venue immediately at any stage if I fail to comply with the terms of this release and waiver or otherwise and I will not be entitled to any compensation for that cancellation or postponement or to any refund in relation to any amounts paid by me or the Participant to participate in the At-Match Activity or attend the venue.
15. I acknowledge that my and/or the Participant's participation in the At-Match Activity is not transferrable to any other party.
16. In this document the following terms will, unless the context otherwise requires, have the following meanings:

**At-Match Activity** means – Blast Squad

**Participant** means the child who is participating in the At-Match Activity.

**State Association** means, for Activities in their respective states or territories: ACT Cricket Association Inc (ABN 61 741 344 332), Northern Territory Cricket Association Inc (ABN 21 938 643 056), New South Wales Cricket Association (ABN 27 000 011 987), Victorian Cricket Association (ABN 28 004 128 812), South Australian Cricket Association Inc. (ABN 94 694 912 780), Western Australian Cricket Association Inc. (ABN 44 026 744 769), Queensland Cricket Association Ltd (ACN 010 289 237) and/or Tasmanian Cricket Association (ABN 34 009 476 993); and

**Venue Operator** means the operator of the venue where the At-Match Activity takes place including, at their respective venues: SCG - Sydney Cricket and Sports Ground Trust (ABN 91 480 447 937), Stadium Australia - Stadium Australia Management Limited (ABN 11 069 692 253), Spotless Stadium - Royal Agricultural Society of NSW Foundation Limited (ABN 84 124 177 608), Gabba - Stadiums Queensland (ABN 53 690 873 374), WACA - Western Australian Cricket Association (ABN 44 026 744 769), Adelaide Oval - Adelaide Oval SMA Limited (ABN 46 141 259 538), MCG - Melbourne Cricket Club (ABN 92 871 871 964), Etihad Stadium - Melbourne Stadiums Ltd, Manuka Oval - Territory Venues and Events (ABN 88 078 876 508), Blundstone Arena - Cricket Tasmania (ABN 34 009 476 993).

17. I acknowledge that I and/or the Participant participating in the At-Match Activity have read and understand the warnings set out in this document pursuant to an applicable State Consumer Law that apply to a participant in any recreational enjoyment or leisure activity in the relevant State to which the State Consumer Law applies.