

**Terms and Conditions**

1. Active Kids Holiday Program is a multi-sport and activities holiday program for children aged between 4 and 12 years of age run by Murdoch University (Murdoch or University) of 90 South Street, Murdoch, Western Australia.
2. Details about the Active Kids Holiday Program (Program) are located the start of this form and at our web site located at [www.murdoch.edu.au/ Murdoch-Sports/](http://www.murdoch.edu.au/Murdoch-Sports/) and include all activities coordinated in each Program.
3. By enrolling your child (Participant) in the Program you agree to these Terms and Conditions in respect of the Participant and give the release and warranties set out in these Terms and Conditions.
4. You will where applicable ensure the Participant abides by these Terms and Conditions.
5. These Terms and Conditions are available on your Enrolmy account when registering your child/children, and can also be accessed on our Murdoch Sports website located at <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>

**Enrolments**

6. In order for the Participant to be enrolled in the Program, Murdoch needs to receive fee payment within 2hrs of booking request.
7. Enrolments can be made online. To enrol your child/children in the program you can create an account on the following link: [enrolmy.com/login](http://enrolmy.com/login).
8. Children will not be enrolled in the Program unless payment is received in accordance with these Terms and Conditions.
9. Late enrolments will be considered based on current numbers attending on the day and staff numbers.
10. Parents and guardians must comply with the hours of operation and allocated drop-off and pick-up times stipulated in the Program enrolment form and/or online booking system. In failing to follow our system, a fee of \$1 will be charged per minute over scheduled pick up time.
11. Murdoch is unable to supervise Participants outside of the drop off and pick up times.
12. You acknowledge and agree the Participant should not leave Murdoch Sports Centre premises for the duration of the Program without the consent of an appropriate Murdoch staff member.

**Medical Conditions**

13. You acknowledge and agree that Murdoch must be informed of all of the Participants allergies and medical conditions upon enrolment in the Program.
14. You warrant that you have provided Murdoch with all allergies and medical conditions of the Participant in the table set out above.
15. You consent to the Participant receiving, and authorise Murdoch or its delegate to arrange medical or hospital treatment that may be deemed advisable in the event of injury, accident and or illness during the Program.
16. You agree to indemnify Murdoch for all costs and expenses associated with such treatment including ambulance transport if applicable.
17. If the Participant feels unwell and needs to return home before the end of the Program the Participant must alert an appropriate Murdoch staff member who will obtain verbal consent from a parent/guardian listed above before permitting the Participant to leave the University.
18. You agree to inform Murdoch of any custody arrangements in relation to the Participant that Program staff should be aware of.
19. You agree to ensure the Participant is provided with a hat during Programs run during January and September/October, and in the event the Participant does not come to the Program with a hat you agree to pay Murdoch for the costs of providing a new Active Kids hat to the Participant.

**Program Changes**

20. You agree to ensure the Participant is provided with a hat during the program, and in the event the Participant does not come to the Program with a hat you agree to pay Murdoch for the costs of providing a new Active Kids hat to the Participant.
21. Updated activities will be communicated to parents/guardians through Murdoch Sports Centre Facebook page or on our website  
at <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>
22. Murdoch reserves the right to review and implement new pricing structures across the Program.

**Cancellations and Credits**

23. Credits will be given if a Participant cannot attend due to the following: Any cancellations made with over 7 days prior to the start of the program will be issued a credit and it will be valid until the completion of the next Active Kids holiday Program Any cancellations made less than 7 days prior to the start of the program must

provide a valid reason and a copy of a medical certificate or flight details within 24 hours. With the submission of the correct documents, a credit will be issued and it will be valid until the completion of the next Active Kids Holiday Program.

24. All requests for credit must be made by email to [ActiveKids@murdoch.edu.au](mailto:ActiveKids@murdoch.edu.au).

25. All credits must be used in the following Active Kids Holiday Program.

### **Personal Data Use and Privacy**

26. By entering the Program you warrant that your details and the Participants personal details are true and accurate and you grant Murdoch permission to use these personal details for Murdoch Sports Centres direct marketing purposes.

27. You acknowledge and agree that you may receive communication and marketing material from Murdoch.

28. Murdoch will not use your personal information for any other purpose than as stated in these Terms and Conditions without your consent unless required or authorised to do so by law.

29. For details on how Murdoch University safeguards your personal information, and your rights in respect of that information, see Murdoch University's privacy policy at <https://goto.murdoch.edu.au/Privacy>

### **Miscellaneous**

30. You must notify Murdoch of any changes to your address, contact numbers, email addresses or persons authorised to collect children after an enrolment has been processed for a Program.

31. Children may not be signed in or out of the program by anyone person not listed as authorised by the primary parent/guardian.

32. The Terms and Conditions of this competition are governed by the laws of Western Australia.

### **Release and Indemnity**

33. You warrant that you are the parent and/or legal guardian of the Participant and you accept the offer by Murdoch for the Participant to participate in the Program.

34. You acknowledge and agree that the Participant will be participating in the Program including activities as described in this form and will do so at the Participants own risk.

35. You acknowledge and agree to provide consent for the matters indicated in this form.

36. You confirm that the Participant is physically and mentally capable of participating in the Program.

37. You acknowledge there may be inherent risks associated with participating in the Program and you voluntarily agree to assume and accept all of the risks arising out of, associated with, or related to the Participant participating in the Program.

38. You have had the full opportunity to make you own enquiries and to seek further information from Murdoch staff to satisfy yourself in relation to the risks associated with the Participant participating in the Program.

39. You will not hold Murdoch and/or its employees liable for any personal injuries or accidents arising from the Participants participation in the Program, with the exception of any statutory rights that you may hold.

40. You agree to indemnify and hold harmless Murdoch and each of its officers, employees, suppliers, contractors or agents from and against all actions, suits, claims and demands whatsoever made or brought against Murdoch in connection with any act or omission of Murdoch and each of its officers, employees, suppliers, contractors or agents arising out of the Participants participation in the Program.

41. You agree that your electronic signature, whether digital or encrypted, included in these Terms and Conditions is intended to authenticate this writing and to have the same force and effect as manual signatures. (For the purpose of this agreement electronic signature means any electronic, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.)