

TERRITORY SPORTS ACADEMY

Facility User Agreement

Section A - Category

- Please specify: We are a visiting Elite Sport team/group
 (Coach/Support staff to complete Sections A, C & E)
- We are a NT Sport team/group
 (Coach/Support staff to complete Sections A, C & E)
- We are a NT school/university/community group
 (Teacher/lecturer/supervisor to complete Sections A, C & E)
- I am a NT resident Categorised Athlete
- I am a Categorised Athlete visiting NT
- I am a NT Peak Sporting Athlete
- I am NT Peak Sporting Body staff
 (e.g. manager, coach, official)
- I am DSAR staff

Full Name: _____

Address: _____

Postcode: _____

Sport: _____

Mobile Number: _____ Email address: _____

Duration of usage: Start date _____ End date: _____

Indicate your sporting status: Athlete Coach Official/Manager Other

Emergency Contact: Name _____ Number _____

Conditions applying to your use of the TSA are set out below, and on page 2 of this form. Please read these carefully and then sign below to confirm that you accept the conditions.

I accept the conditions applying to me accessing the facilities of the TSA:

Signature:

Date:/...../.....

If the applicants are under 18 years of age, a parent or guardian must accept the following conditions.

I request that my child/ward be allowed to access the TSA. I acknowledge that the conditions set out below and overleaf are binding on them. I agree to indemnify the TSA against any claims arising out of loss or injury sustained by them during their visit.

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Section B - Conditions

Parent/Guardian name

Parent/Guardian signature

Date

- 1 I agree to:
 - a) Comply with the TSA S&C facility etiquette and recovery spa guidelines and the Athlete has been provided with a copy of these guidelines.
 - b) Comply with all reasonable directions given to me by TSA personnel in relation to my use of TSA facilities; and
 - c) at all times behave in a manner that is, as determined by TSA, dignified and conducive to sporting excellence;
- 2 I acknowledge that:
 - a) if I do not comply with any undertaking given by me in this agreement my rights as a user may be terminated immediately by the TSA; and
 - b) the TSA will not meet the cost of any medical or hospital service incurred, and that it is my responsibility to ensure that I have adequate private health insurance and extras cover at all times.
- 3 Release/indemnity
 - a) I hereby agree that the TSA (which for the purpose of this clause 3 shall severally and jointly mean and include the Department of Sport and Recreation, its employees, agents and contractors) shall not be deemed responsible or liable, whether in contract or tort or under any statute, for any injuries, illness, loss, damage or other mishap to me or my property sustained in, arising from or out of any way directly or indirectly connected with my visit to the TSA or with any travelling, match, competition, practice, training or function of whatsoever nature held during the period of my visit or with any medical or scientific examinations and tests conducted on me during the period of my visit or for any disciplinary or other action ordered, taken against or directed at me by the Director of the TSA, any person authorised or directed by him, or the head coach of my sport.
 - b) I hereby indemnify and will at all times hereafter keep fully indemnified the TSA from and against all actions, suits, causes of action, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the TSA or incurred or become payable by the TSA in connection with, or arising out of, any breach of this agreement by me, any negligent or wrongful act or omission by me, any injury, illness, loss, damage or other mishap to me or my property as described in paragraph (a) or any disciplinary or other action ordered, taken against or directed at me and I hereby agree (without in any way imposing or attaching any liability or obligation upon the TSA to do so) that the TSA may act as my agent in incurring such expenses as, and/or doing whatsoever is reasonably necessary for the benefit of me in connection with or arising with or arising out of any such injury, illness, damage or other mishap.
 - c) This clause 3 survives the expiry of my visit.
- 4 I agree to keep confidential any confidential information of the TSA disclosed to me during my visit.
- 5 I agree that this agreement shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

Section F – TSA S&C Facility Etiquette

- **Required training attire consists of shoes, shorts, t-shirt or singlet and a towel to wipe down the equipment. Failure to have any of these will mean no workout in the weight training facility.**
- **Facility users are expected to train within the hours allocated.**
- **Place all equipment and weights back after your exercise.**
- **Control of the A-V equipment is the responsibility of the TSA staff. If you require alteration to the TV, video camera, stereo system or volume control, please ask.**
- **Entry to any office area is by invite only.**
- **Food or drink is not allowed in the facility.**
- **Be mindful of those training around you; ensure your actions will in no way distract them from their training.**
- **Think about what you are doing and use common sense at all times. Do not make excessive noise, and absolutely no horseplay.**

Section G – TSA Recovery Spa Guidelines

- **Athletes/users are to behave in a professional manner when using the spa, as it is part of a professional work place.**
- **Athletes are to use the Recovery spa within the allocated time slot.**
- **An athlete with any pre-existing wounds (including minor cuts/abrasions) MUST NOT USE THE SPA.**
- **All athletes must shower post exercise/training prior to using spa. Athletes are to use clean attire and not sweat ridden training attire when using spa.**
- **Athletes/users must not operate any switches. Please request the Sport Science staff or Coach/Supervisor to do this.**
- **No food or drink is to be consumed in the Recovery Centre.**
- **No clothing or personal items are to be left in the Recovery Centre basins**
- **When finished, replace lid, mop up any excess water on steps and around spa and pick up any rubbish such as strapping tape etc. Spa area must be left tidy for next use.**

Section H – TSA Use Only

Facility User Agreement Approved:

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Sport Pathways Management

SIGNED for, and on behalf of, the TSA.

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TSA Director

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Date