

# **Gravity ETC Dodge Ball League Terms and Conditions**

## **REV 2018**

### **PARTICIPATION**

1. Registration of entry to the Gravity ETC Dodge ball League constitutes acceptance of these Terms and Conditions. By registering as an individual or a team, entrants accept and acknowledge full responsibility for their decision to participate.
2. The Gravity Dodge ball League is only open to eligible entrants who are:
  - a) paid the Dodge Ball season fee of \$75 per week per team; and
  - b) agree to comply with the Gravity ETC Dodge ball League Terms and Conditions
3. The Gravity ETC Dodge Ball League is offered in the following seasonal format;
  - a. Season 1 - School First Semester
  - b. Season 2 - School Second Semester
  - c. Season 3 - School Third Semester
  - d. Season 4 - School Fourth Semester

*\* NOTE - WE DO NOT PLAY DURING SCHOOL HOLIDAYS*

### **ENTRY**

4. To enter a team in the Gravity ETC Dodge ball League you must;
  - a. Register their dodge ball team of no more than five online at [www.gravityetc.com.au](http://www.gravityetc.com.au) or at the Gravity ETC venue to compete in the Gravity ETC Dodge ball League by filling in all of the required data fields on the registration form; and
  - b. Paid the registration fee
5. Each Entrant's entry must not be one or more of the following otherwise they will be disqualified:
  - a) late;
  - b) delayed;
  - c) unlawful;
  - d) obscene;
  - e) defamatory;
  - f) libelous;
  - g) threatening;
  - h) pornographic;
  - i) hateful;
  - j) racially or ethnically offensive;
  - k) capable of encouraging conduct that would be considered a criminal offence;
  - l) capable of violating any law; and/or
  - m) capable of giving rise to civil liability.
6. Entrants must ensure that their registration forms are received by Gravity ETC during the registration period. Gravity ETC takes no responsibility for late, lost or misdirected entries.
7. All entries to the Gravity ETC Dodge ball League may be subject to verification by Gravity ETC. An Entrant must, within 7 days of being asked, at the Promoter's cost:

- a) Allow Gravity ETC to inspect and copy any other documents Gravity ETC may request establishing eligibility to enter or win, including but not limited to evidence of age, residence and/or identity.
8. Gravity ETC can decide in its sole discretion which technique is considered suitable for establishing eligibility to join.
9. Gravity ETC may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
  - a) fails to establish their entitlement to enter the League to Gravity ETC's satisfaction; or
  - b) fails to produce items as required by Condition 8
  - c) appears, to Gravity ETC, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.

### **WINNERS**

10. There will be 4 season winners
11. Gravity ETC's decisions are final and no correspondence will be entered into. Gravity ETC has complete discretion to recognise performance and effort demonstrated by Entrants in any way they see fit.

### **PRIZES**

12. The SEASON PRIZE (4 total per year) is \$250 for the team that wins first place during any one of the four dodgeball seasons

#### **THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$1,000.00**

13. All Prize are in Australian Dollars. Gravity ETC takes no responsibility for any variations in the Prize values.
14. Winners are advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to the acceptance of the Prize.
15. Once any Prize has left the Gravity ETC premises, Gravity ETC and its agencies and companies associated with the Gravity ETC Dodge Ball League will not be responsible for any delay in delivery, loss or damage to the Prize.

### **GENERAL**

16. To the full extent permitted by the law, Gravity ETC and its agencies and companies associated with the Gravity ETC Dodge Ball League will not be liable for any loss, damage, claim, cost, expense or personal injury which is suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the League or the Prizes, including: (i) any indirect, economic or consequential loss or loss of profits; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death.
17. If, for any reason, Gravity ETC is not capable of running as planned, including, without limitation, due to bad weather, fraud, technical failures or any other causes beyond the control of Gravity ETC, which corrupt or affect the administration, security, fairness or integrity or

proper conduct of the Dodge Ball League, Gravity ETC reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, including to cancel, terminate, modify or suspend the Dodge Ball League subject to any direction given or not given under the relevant State/Territory regulations.

18. Except for any liability which cannot be excluded by law, Gravity ETC:
  - a) is not responsible for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with the Dodge Ball League, or by any technical error that may occur in the course of the Dodge Ball League; and
19. These Terms and Conditions are governed by the laws of the State of Western Australia.
20. These rules are Terms and Conditions constitute the entire terms and conditions between the Entrant and Gravity ETC with respect to the Gravity ETC Dodge ball League and cannot be altered, modified or amended.
21. All entries become the property of Gravity ETC .

#### **PRIVACY**

By signing this form, the entrant agrees to:

22. Give Gravity ETC and all its subsidiary companies the irrevocable right to use my name, picture, portrait, or image in all forms of media and in all manners, including composite or distorted representation, for advertising, trade, or any other lawful purposes for the period indicated above; and
23. Waive any right to inspect or approve the finished still image and moving footage such as DVD or video footage, sound track or written copy that may be created by Gravity ETC or the Photographer/Videographer or the eventual use to which it might be applied; and
24. Release, discharge and save harmless the Photographer/Videographer his or her representatives, employees or any person or persons, or corporation, for whom he might be acting, including any firm publishing and/or distributing the finished product, in whole or in part, from and against any liability arising from the use of my name, picture, portrait or image; and
25. Have read and understood this.

**GRAVITY ETC DODGE BALL LEAGUE TERMS & CONDITIONS**  
**APPENDIX 1**

REVISION 200117

**1. Championship Tournament Introduction.**

- A. By signing and submitting the Registration Form, each Team and each Team Member agree to be bound by these Format Rules.
  
- B. Participation in the GETCDBL is by invitation only. All qualified Season will be invited to participate in the GETCDBL Finals Series based on the criteria set forth in these Format Rules
  
- C. Only those Team Members whose names are listed on the original Registration Form are permitted to participate in the GETCDBL. No substitutes or additions are permitted. In addition, Team Members on a roster must have participated in at least one game during the season to be eligible for the Finals Series.
  
- D. The conduct of the GETCDBL and the award of all prizes are subject to all applicable state and local laws and regulations and are void where prohibited.
  
- E. All decisions by Gravity ETC with respect to the conduct of the GETCDBL and the Matches played thereat are binding and conclusive upon all Teams and Team Members..

**2. Championship Tournament Format.**

- A. The Final 3 Teams (Seson Winners) will be seeded 1 3 for the Finals Series, based on the following order of priority from the preliminary Seasonal Play:

B. The single semi final elimination playoff round for the Grand Final will be scheduled as follows:

### **Semi Finals**

Match 1 - 1st position team in Season Finals Points vs 2nd position team in Season Final Points (winner goes straight to Grand Final)

Match 2 - Loser of Match 1 Plays 3rd Position team in Season Final Points (loser is eliminated)

### **Grand Final**

Match 3 - Winner of Match 1 Plays Winner of Match 2

C. All GETCDBL Finals Matches will be conducted pursuant to the GETCDBL Match Rules. (See Appendix 2.)

D. All Matches are a best 2 of 3 game format, except for the final series, which will be a best 3 of 5).

E. Initial rounds are based on a round robin bracket method. (The exact format of the round robin depends upon how many Teams register and participate)

## **3. Eligibility.**

A. Except where prohibited by law, participation in the GETCDBL is open to all persons over the age of 12. All Eligible Participants must provide proof of age. The parent or legal guardian of any participant under the age of 18 must sign a consent and waiver form, including a publicity and privacy release on behalf of the minor; and the parent or legal guardian of a participant under the age of 18 must be in attendance at all practice sessions and games at all GETCDBL (as applicable), in which his or her minor child participates, unless Gravity ETC and GETCDBL agree otherwise in writing. Any prize consideration payable on behalf of a minor Team Member will be paid to the parent or guardian of the minor for the benefit of the minor. The participation of any minor in any of the GETCDBL and the award of any prize are subject to all applicable laws and regulations.

B. Eligible Participants may participate on only one Team. Each Team may enter only one Season.

C. All Eligible Participants (and the parent and legal guardian of any Eligible Participant under the age of 18) must sign the Gravity ETC Publicity and Liability Release Agreement. (See Appendix 3.)

D. All current employees or employees who at some time in the past were employed by Gravity ETC are eligible to participate.

## **4. How to Enter.**

A. All games/Matches have a 5 vs. 5 format. Up to eight Eligible Participants (the "Team Members") may be on a roster. Teams may play with fewer Team Members, if necessary.

B. Each Team must preregister with Gravity ETC prior to the designated Registration Deadline. On the GETCDBL date, a Registration Form will be required that must identify the Team name; provide the name, address, telephone number, email address and date of birth of each Team Member; and designate a Team captain. All Team Members must sign the Registration Form. Each Team Member needs to provide proof of age.

C. Each Team must pay a registration fee of \$750 per season per team (plus the cost of mandatory Gravity ETC socks for each Team Member and tax where applicable) unless otherwise sponsored. The registration fee is not refundable, except in the event that the Season is cancelled. There are no other fees charged with respect to the Tournaments.

D. By signing the Registration Form, each Team Member agrees to be jointly and severally responsible for all activities of the Team in connection with the GETCDBL and each Team Member agrees to be bound by these Format Rules.

## **5. Team Member and Team Responsibilities.**

A. Each Team must appoint a Team Captain (as designated on the Registration Form), who is the sole contact liaison with Gravity ETC with respect to all matters pertaining to the GETCDBL. All communications, representations, agreements and decisions by the Team Captain are binding on all Team Members.

B. Each Team must select a Team Name, as approved by GETCDBL. No Team may adopt a name or slogan that contains any offensive or objectionable words, slogans or images and/or that contains any commercial trademarks, trade names or slogans. Once an approved Team Name exists, it must remain consistent throughout the GETCDBL.

C.

(1) Teams are encouraged, but not required, to wear matching uniforms (e.g., jerseys/shirts, shorts, headbands, wristbands, arm sleeves, leggings, etc.) at their own expense. Team uniforms must be approved by Gravity ETC and or GETCDBL president and may not limit a Team Member's safety in any way, as determined in the sole discretion of Gravity ETC Officials. A Team may wear uniforms and may have small banners or signs that bear the name and/or commercial symbol of any entity that is sponsoring the Team, subject to the following:

(2) No hats or belts are permitted. All apparel worn during the Championship Tournament must meet the following conditions:

(a) All apparel must be a solid color that matches all other Team apparel accessories (e.g., all Team apparel accessories must be the same color of blue, red, etc.); and

(b) No Team apparel accessory may display the name or logo of any sponsor, advertiser or other third party or any other text or graphic image.

(3) All Team Members must wear approved Gravity ETC socks (at Team Members' cost) during each game. No other socks, shoes, footwear or bare feet will be permitted.

D. At all times throughout the GETCDBL, all Team Members must conduct themselves in a professional, courteous and sportsmanlike manner.

E. Each registered Team must check in at the appropriate checkin time for all of the GETCDBL (as applicable) unless Gravity ETC specifies another time, and must possess all necessary documentation (including all proof of age, parent/legal guardian consents, etc.).

F. Each Team must be fully assembled and prepared to play at the designated start time and location for each Match in which it is assigned to play.

G. Any Team not appearing at the designated start time of any scheduled Match is deemed to have forfeited the Match, 2 games to 0 (or 3 games to 0, where applicable), with a score of 1 to 0 for each game.

H. Each Team and its Team Members are solely responsible for all travel, lodging and incidental expenses associated with participation in any of the GETCDBL games.

I. Each Team and each Team Member are required to provide truthful and accurate information regarding the Team and/or each Team Member. Gravity ETC reserve the right to disqualify any Team and/or Team Member upon the discovery that any Team or Team Member has provided any false or fraudulent information. Upon such disqualification, no Team or Team Member is entitled to receive any refund or prize, and any prizes, awards or cash previously given to any such disqualified Team or Team Member must be immediately returned.

J. Each Team and each Team Member acknowledge and agree that all Gravity ETC Parks are tobacco, alcohol and drug free venues and that all GETCDBL are tobacco, alcohol and drug free events. Each Team and each Team Member acknowledge and agree that there is a zero tolerance for alcohol and drugs and for offensive behavior, offensive language or violence of any type. Any Team Member who possesses alcohol or drugs at any Gravity ETC Park or who participates in any GETCDBL activity under the influence of any alcohol or drug or who engages in any offensive behavior or language or violence of any type, including, without limitation, any abusive behavior towards any referee or GETCDBL Official, employee, player or spectator, as determined by Gravity ETC in its sole discretion, will result in the immediate disqualification of the Team from the GETCDBL, and, in such case, neither the Team nor any Team Member will be entitled to receive any refund or prize. Gravity ETC reserve the right to impose a lesser penalty, including, without limitation, ejection or suspension of the offending Team Member from the GETCDBL, forfeiture of a game(s) or Match(es), as determined in the sole discretion of Gravity ETC or Director. The authority of the Gravity ETC Director to take action under these Format Rules is not limited to the time in which a particular Match is underway, but applies to all time preceding the first seson through to the time of the award of the prizes at the GETCDBL Grand Final. All decisions of Gravity ETC under these Format Rules are final and binding upon all Teams, Team Members and are not subject to further appeal or challenge for any reason whatsoever.

## **6. Prizes.**

A. The cash prize for winning any one of the seasons is \$250.0 per team, for each season.

B. The cash prize for winning the grand final is \$500.00 per team (one winner only)

C. The name of each Annual Grand Final winner / champion team will be engraved on Gravity ETC Dodgeball Championship Tournament trophy, which is housed at the Gravity ETC trophy case or other similar display.

D. The cash prizes are subject to any withholdings required by law and will be mailed to each participating Team Member (or to his or her parent/legal guardian, if a minor) within two weeks following the conclusion of the GETCDBL Tournament.

E. Each cash prize is divided equally among the Team Members, as listed on the Team's Registration Form submitted to Gravity ETC in connection with the GETCDBL Tournament.

F. Each Team entering is guaranteed to play four Matches in its bracket. The bracket winners/qualifiers will play additional Matches in single elimination format.

## **7. Dispute Resolution.**

A. Each Team and each Team Member agree that any and all disputes or claims that arise out of the participation by a Team or a Team Member in any of the Tournaments, including, without limitation, any claims for personal injury or damage to property, rights of privacy, rights to use the name and likeness of an individual and claims to prizes.

B. The parties agree that the aforementioned arbitration provisions are the exclusive tribunal and procedures for resolving all disputes and claims among the parties.

## **8. Rule Amendments.**

Gravity ETC reserves the right to amend these Format Rules, as determined in its reasonable discretion. Any amended Format Rules will be posted on Facebook.com and/or [www.gravityetc.com.au](http://www.gravityetc.com.au)

## **9. Tournament Status and Cancellation.**

A. All Tournaments are subject to all applicable laws and are void where prohibited by law.

**APPENDIX 2:  
Match Rules  
REVISION 200117**

The following rules govern all Teams for the Gravity ETC Dodge Ball League (GETCDBL)

**Roster:**

A. Each Team must provide a Team Roster (including names, contact information, telephone number, email address, date of birth and signature) of up to 8 eligible Team Members prior to the first game of the season. Each Team Member must provide a government issued, photo identification, verifying a minimum age of 12 years. To participate in the GETCDBL, each Team Member must sign any and all release agreements/waivers required by Gravity ETC Trampoline Park.

B. Only Team Members from this submitted Team Roster may participate in the Season.

**Games/Match:**

A. Each match consists of the best 2 of 3 games (except for the semi and grand finals which will be the best 3 of 5 games per match).

B. Each Team may start each game with 5 Team Members on the court (teams may have up to 8 on a roster). If they have less than 5 players on their roster, the team will "play short." Any additional Team Members may rotate as substitutes, provided official is aware, on a first off/first on basis. If a Team Member chooses not to be in that games rotation, they must notify the official prior to that game starting. All Team members must start with heels against back pad. Each game lasts up to 3 minutes (ending early if all Team Members on a single Team are eliminated).

C. If the game is tied after 3 minutes, play restarts (players against their respective back wall, balls reset) with the same players left on the court at the end of regulation (no 'sudden death' substitutions, except in the case of injury in accordance with section H. under Misc. Violations). Sudden death play resumes until the next Team Member of either Team is eliminated. At the beginning of sudden death, each Team starts with 2 balls on their respective side of the court and 1 ball in the middle. The ball in the middle will be placed in the neutral zone in the center of the court (no rolling; use rubber band if necessary to hold in place). Play begins when the Official blows the whistle.

D. In a one on one scenario; if the last remaining Team Members from both sides are eliminated simultaneously (balls hit opposing Team Members at the same time), play continues sudden death with the last Team Members on the court until the next Team Member of either Team is eliminated. If balls are released simultaneously but both opposing Team Members are hit at different times, the Team Member hit first at the discretion of the Official will be considered out provided the ball becomes dead immediately thereafter. If the ball remains live (i.e. pops up in the air) the Team Member who catches the deflected ball is

considered safe. If both Team Members are struck and both balls pop up and are then caught, both Team Members will remain safe and the game will continue.

E. The Official Scorekeeper/Statistician for each match keeps the official time.

F. The winning Team of each game is the Team with the last remaining Team Member on the court or the Team with the most Team Members left on the court at the conclusion of the game.

G. At the beginning of every game, each Team starts with 2 balls on their respective side of the court and 1 ball in the middle. The ball in the middle will be placed in the neutral zone in the center of the court (no rolling; use rubber band if necessary to hold in place). Play begins when the Official blows the whistle.

H. The object of the game is to throw the ball at the opposing Team and for it to have contact with one or more of the opponent's Team Members.

I. Team Member contacted by the ball on the fly is out of the game (provided the ball is not caught before it becomes dead).

J. Once the ball makes contact with any part of the court or building, the ball is dead.

K. If the ball is caught on the fly by the opposing Team, the Team Member throwing the ball is out of the game, and any Team Member that came into contact with the ball prior to the catch remains in the game.

L. Catchins will be in effect. In order to be an approved catch, it must be caught using body parts only; no assisted help from clothing, at the sole discretion of the official, can be used to secure a catch (ex. shirts, shorts, etc.). If a catch is made using assistance from clothing then that player will be ruled out. If a ball is caught by a Team Member, not only is the Team Member who threw the ball out, but a Team Member of the Team that caught the ball may come in (if there are currently less than 5 Team Members on the court for that Team). The incoming Team Member may walk down the side pad closest to their entry point, protected against being hit until they enter the trampoline. The incoming player may remain on the side pad, protected, for no more than 5 seconds as they enter the court. If a player does not enter the court in a timely manner, they risk becoming 'fair game' before entering the trampoline, at the official's discretion. If the incoming player breaks the plain of the entrance pad, that player is deemed live and becomes 'fair game'.

M. If a Team Member attempts to block a ball with a held ball and drops the held ball, that Team Member will be ruled out. If a Team Member blocks a shot, does not drop the ball he/she is blocking with, but deflects the incoming shot into him/herself and/or another teammate, then he/she and/or the teammate will be ruled out. Likewise, if the incoming shot is deflected and then caught by a teammate prior to it becoming dead, then the person who threw the ball will be ruled out.

N. If two (or more) balls are thrown by opposing players and they collide, all balls involved in the collision will be ruled dead on contact. If two (or more) balls are thrown by teammates and they collide before crossing center court, they will be ruled dead. However, if they collide once they are across mid court, they will remain live balls until caught or hitting an opposing player or the court.

O. If a ball hits a player on the opposing team and then deflects (while live) back across the court to the original team's side that threw the ball, the ball will be ruled dead once/if it crosses back into the throwing team's zone. Any player/players hit in this instance prior to the ball becoming dead by deflecting back into the throwing team's zone will be considered out.

P. Once a Team Member is knocked out, that Team Member must immediately leave the court and stand in each Team's designated "out" area (off the court, generally on the viewing platform or deck). When a player leaves the court they should cup their ears and walk off quickly so as to not interfere with the play. Should a player, at the discretion of the official, interfere with the play when walking off the court (waving arms, intentionally taking their time, picking up a ball and throwing it, etc), play may be blown dead and the captain of the team that was interfered with may select one player on the interfering team to be ruled out and be removed from the court.

Q. If a player walking off the court is unintentionally hit with a ball, then the ball will be ruled dead at the discretion of the official.

R. Any Team Member leaving the playing area to retrieve a ball thrown outside the regulation playing court will be deemed out. Officials will retrieve the ball and place it in the "neutral" zone. If a ball does leave the court during play and the official needs to put a new ball into play, it should be rolled neutrally down the center pad/trampoline by the official.

S. The "neutral" zone is the tumble track/pads that divide the playing court in half. A Team Member may go/step into/on this area to retrieve a ball, but may not throw the ball from/in this area (in which case they will be ruled out). However, if their foot slips under the pads before, during or after a throw they will not be ruled out. A Team Member will be ruled out by the Official if the Team Member crosses over into the other Team's zone for any reason, including to retrieve a ball, or if the Team Member is hit with a ball while in the "neutral" zone. If momentum takes a player who is throwing a ball on to the neutral zone pads AFTER the throw has been released, they will not be ruled out UNLESS momentum causes them to break the plane into the other team's zone.

T. There are no time outs during the game/match. Only the Official can call a time out, signified by a double blow of the whistle.

U. Those Team Members wearing glasses must either remove the glasses or play with safety goggles on top of the glasses (unless the specific type of glasses have been deemed 'acceptable' by the official and/or tournament coordinator). All uniforms, footwear (Gravity ETC Socks) and other equipment must be approved by the Official prior to the start of the match.

V. No gloves may be used by participants during the GETCDBL. Athletic tape is permitted; adhesive must be skinside down.

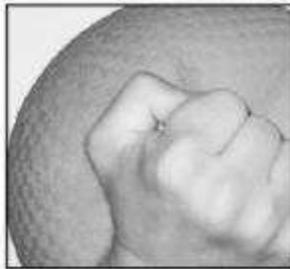
**Misc. Violations:**

A. Players must attempt to keep the game moving. Holding the ball for excessive periods of time will not be permitted. This will be at the discretion of the official. If the official determines play is not moving and a team or teams are stalling, a warning will be called which will initiate an immediate 3second count. If the offending player does not release the ball within the 3second count, the offending player will be ruled out. Delay of game may also be called if players on one side are passing/throwing the ball back and forth without engaging the opposing team [MAY BE SUBJECT TO CHANGE PRIOR TO TOURNAMENTS]

B. Delay of game may also be called at the discretion of the official if a player stands on the back pad, adjacent to the back wall, for any period of time longer than it takes to pick up, throw, catch, block or avoid a ball. Players must attempt to keep the game moving at all times and risk being ruled out if a delay of game violation is called.

C. Suicides are never allowed.

D. "Pinching" or "crushing" the ball will not be permitted while throwing. One warning per match per team may be given by the official, and any player who violates a pinch or crush after the team warning will be ruled out at the official's discretion. The following diagram demonstrates what a typical 'pinch' or 'crush' looks like.



E. Headshots are not encouraged, but are allowed as an acceptable "hit."

F. Kicking a dodgeball across the court will not be permitted as an allowed 'shot.' If any participant kicks a ball across the court and the kicked ball hits anyone on the opposing team, they will not be ruled out. If a participant repeatedly kicks the ball across the court after a warning, the official may eject the offending participant from the game.

G. Substitutions will be allowed due to an injury on the court (following a "significant" injury identified by the official that requires a stoppage in play signaled by official's double blow of the whistle). In the event of a player "subbing" out, that player becomes inactive for the remainder of the tournament. The player who subs in for an injured participant, must be the next available player in line to enter the game. In the event a team has no available subs and an injured participant is not able to continue, the team will play short. An injured player can choose to rule himself /herself out and choose not to bring a sub in, causing him/her to remain active/eligible for the duration of the tournament.

## **Master Rule**

A. If a play or situation should occur for which there is no written rule or basis for ruling by the official, then it will generally be assumed that the play didn't happen, at the official's discretion, and play will be blown dead and reset. Excessive and/or vulgar arguments or language or any other unsportsmanlike conduct (from inactive AND/OR active players) will not be tolerated and will be grounds for the following penalties, as determined at the discretion of the Official and Tournament Director:

1. Verbal warning
2. Forfeiture of the current game
3. Forfeiture of the current match
4. Disqualification of the Team from the GETCDBL

Certain conduct (such as physical contact with a Team Member of another Team or with any spectator, Official or GETCDBL employee; violence; threats; etc.) are grounds for the immediate, automatic disqualification of a Team from the GETCDBL, again at the discretion of the Gravity ETC Management and GETCDBL President. This policy is to be abided by both on GETCDBL grounds and off. A disqualified Team forfeits all claims for any refund or for any prize. All Team Members of a disqualified Team must leave the premises immediately upon disqualification. Except for the disqualification of a Team from a GETCDBL season, all calls and decisions of the Official supervising the match, including, without limitation, all decisions to forfeit any game or match, are final and are not subject to appeal. A decision to disqualify a Team from the GETCDBL may be reviewed by the onsite GETCDBL President. In such case, the decision of the GETCDBL president is final.

**APPENDIX 3:**  
**Gravity ETC Publicity & Liability Release Agreement**

In consideration for being allowed to participate in the Gravity ETC Dodge Ball League I release and agree not to sue Gravity ETC and or each of their respective affiliated companies and franchisees and all employees, subcontractors, sponsors and agents of each such company (collectively, the "Releasees"), from all present and future claims that may be made by me or my family, estate, heirs or assigns for property damage, personal injury or wrongful death arising as a result of my participation in any of the GETCDBL seasons or finals and all activities related thereto, wherever, whenever or however the same may occur, even if caused by any Releasee's ordinary negligence. I understand and agree that none of the Releasees is responsible for any injury or property damage arising out of the GETCDBL. I understand that participation in the GETCDBL involves certain risks, including, without limitation, serious injury or death. I am voluntarily participating in the GETCDBL with knowledge of the danger involved, and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the Releasees for all claims arising out of my participation in the GETCDBL and all related activities, including, without limitation, first aid and/or other medical treatment.

I acknowledge that my participation in the GETCDBL or other trampoline games or activities, or a bungee trampoline activity, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I acknowledge and understand that these risks also include, without limitation, the negligence of other participants or myself; and injuries, including, without limitation, rope burn, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, broken or chipped teeth, a broken nose and serious injuries to the head, back or neck that can cause paralysis, or even death. I acknowledge and understand that trampoline usage exposes me to the usual risk of cuts and bruises and to other more serious risks, as well. I acknowledge that I may be hit by a ball thrown at high speed; that I may fall off equipment; that I may sprain or break my wrists, ankles, arms, legs or jaw; and that I can suffer more serious injuries, as well. I acknowledge that traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. I acknowledge that I and other participants may often fall on each other, resulting in broken bones and other serious injuries. I acknowledge that double bouncing, more than one person per trampoline, and participating in trampolinebased dodgeball can create a rebound effect, causing serious injury. I understand that there are no size or ability limits on the participants in the GETCDBL and that I will be competing against/with many participants who are large, strong and athletic persons. I acknowledge that flipping, running and bouncing off the walls are dangerous and can cause serious injury and must be done at my own risk. I acknowledge and agree that in any event, if I am injured, I may require medical assistance, at my own expense.

Furthermore, I acknowledge that Releasees' employees have difficult jobs to perform; that they seek safety, but they are not infallible; they might be unaware of my health or abilities; they may give me incomplete warnings or instructions; and that the equipment I am using might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am in good health, and I am willing to assume the risk of any medical or physical condition I may have.

I agree to abide by all of the GETCDBL Rules, which I acknowledge are available for my review at the Gravity ETC website: [www.gravityetc.com.au](http://www.gravityetc.com.au)

I certify that all information I submit in connection with the GETCDBL is true and accurate; and that submission of any false or inaccurate information is grounds for disqualification for my Team and myself.

I further agree that if I become entitled to any cash prize, as a result of my participation in the GETCDBL, as a precondition to receipt of any prize, I will provide all requested information to comply with applicable taxes and related laws and that if I fail to provide the requested information, my prize will be forfeited. I also agree that, if required by law, any tax withholding will be made by GETCDBL. I acknowledge that there are cash and other valuable prizes that will be awarded in the GETCDBL ; that my participation may in some cases jeopardize my status as an amateur athlete; and that it is my sole responsibility to determine whether my participation in the GETCDBL will impact any future activities to participate in amateur athletics.

I further acknowledge that I am responsible for all of my personal expenses, including, without limitation, any travel, lodging or incidental expenses related to my participation in the GETCDBL and all tax liability associated with any prize I receive.

I agree to participate on only one Team. I understand that the GETCDBL will be photographed, videotaped and otherwise recorded. I also understand that there may be future television or other digital broadcasts of the GETCDBL and related activities. I agree to let GETCDBL and Gravity ETC and any of their affiliated companies or entities use my name, photo, likeness, video image, voice, demographic information and other information concerning me free of charge in any manner and for any purpose in any media now known or hereafter created.

I consent to the administration of first aid and other medical treatment in the event of injury or illness.

I understand that this Agreement is intended to be as broad and inclusive as permitted by law. I agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect. This Agreement is governed by Australian law.

I agree that any and all disputes or claims that arise out of my participation in the GETCDBL, including, without limitation, any claims for personal injury or damage to property, rights of privacy, rights to use my name and likeness and claims to prizes, must be submitted to arbitration and that the venue of any such arbitration proceeding will be conducted solely in Western Australia. I agree that the aforementioned arbitration provisions are the exclusive tribunal and procedures for resolving all disputes and claims among the parties.

I agree that if any legal action or arbitration proceeding is instituted relating to this Agreement or my participation in the GETCDBL, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs and reasonable attorney's fees, as fixed by a court of competent jurisdiction; that the prevailing party will also be entitled to receive all expenses, costs and reasonable attorney's fees incurred in connection with the enforcement of any judgment entered; and that the right to recover post judgment expenses, costs and attorney's fees will be severable, will survive any judgment and will not be deemed merged into such judgment.

I acknowledge that the winners of the Sesons will be invited to participate in the GETCDBL Finals Series.

I understand that all current employees or employees who at some time in the past were employed by GETCDBL, or affiliate, are eligible to participate.

**By signing this Agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by an arbitrator or a court of law to have waived my right to maintain a claim or lawsuit against any of the Releasees on the basis of any claim from which I have released them in this Agreement. I have had sufficient opportunity to read this entire Agreement. I have read and understood it, and I agree to be bound by its terms.**

By: \_\_\_\_\_ (Participant's Signature) Print

Name: \_\_\_\_\_

Name of Participant's Team: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

**Agreement of Parent or Legal Guardian of Participant In the GETCDBL;**

The undersigned Parent or Legal Guardian of the "Participant" identified above hereby agrees and represents as follows:

1. The undersigned is the parent or legal guardian of the Participant with the unconditional right to execute the above "Publicity and Liability Release Agreement" on behalf of the Participant; and the signature of no other parent or legal guardian is required;
2. The Participant is at least 12 years old; is in good health and physical condition; and is capable to compete against adults in the GETCDBL ;
3. The undersigned agrees to accompany and chaperone the Participant at all practice sessions, games and related activities at the GETCDBL
4. The undersigned agrees to indemnify, defend and hold all Releasees harmless from any and all claims asserted by or on behalf of the Participant and/or any other parent, legal guardian or other representative of the Participant purporting to have any rights to act on behalf of the Participant; and
5. The undersigned agrees that by signing this Agreement below, the undersigned binds both the Participant and the undersigned to all of the terms of this Agreement and the above Gravity ETC Publicity and Liability Release Agreement.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent or Legal Guardian of \_\_\_\_\_