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Te Rapa
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Hamilton City Gymnastics New Zealand Terms and Conditions

Membership Declaration

1. **Accuracy:** The details set out in this Membership Form are true and correct. If they change I acknowledge that I am required to notify my Club of the changes in writing as soon as possible after they occur. If the details provided are not true or are misleading I acknowledge my membership may be terminated at the discretion of my Club and Gymnastics NZ.
2. **Bound by Rules:** I will be bound by the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club, and Gymnastics NZ.
3. **Accept Risk of Gymnastics:** I have voluntarily accepted and assumed the inherent risk of danger and injury in Gymnastics.
4. **No liability:** I will not hold my Club or Gymnastics NZ or their respective officers responsible or any claims, losses and expenses and costs (including legal costs) which may arise from or in connection with my membership and/or participation in any activity authorised or recognised by my Club or Gymnastics NZ except in the case of gross negligence or a wilful act or omission on the part of my Club or Gymnastics NZ.
5. **Indemnity:** I indemnify my Club and Gymnastics NZ from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club and Gymnastics NZ respectively.
6. **Medical Declaration:** I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental, that would affect my ability to safely participate in any authorised or recognised activities of my Club or Gymnastics NZ. If I am unsure about this declaration, or suffer from such a condition I have either listed it on this form or I am aware that I must bring it to the attention of my Club and Gymnastics NZ.
7. **Privacy:** I agree that my Club and Gymnastics NZ can collect, hold, use and disclose my personal information as provided on this Form (and any updated or additional personal information the Club or Gymnastics NZ obtains from me including any photo or other record of my image) for the purposes of:
 - a. Processing my application for membership including notifying the Club and Gymnastics NZ of the information on this form for the purposes of the Club and Gymnastics NZ compiling a register of members, compiling a national database of members and participants (accessible only in accordance with the Constitution and Regulations of Gymnastics NZ), and for requesting me to renew if my membership lapses;
 - b. Putting my name and contact information on my Club's membership list for use by other members of my Club;
 - c. Publishing any of my Gymnastics results in my Club and/or Gymnastics NZ's newsletters and on their websites;
 - d. Selecting and publicly naming competitors and teams to represent my Club and Gymnastics NZ at Gymnastics events;
 - e. Providing me with information and activities relating to my Club and Gymnastics NZ and other Gymnastics matters;
 - f. Including my photograph or other imagery on the Club and/or Gymnastics NZ website, in newsletters, annual reports, or similar official publications;
 - g. Enabling my Club and Gymnastics NZ to contact me with information about the products and services of Club or Gymnastics NZ sponsors or funders (unless I have opted out of receiving such information on the Membership Form);

Please Turn Over. More Terms and Conditions on the other side

- h. Enabling my Club and Gymnastics NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
- i. Retaining the information provided on this form if my membership lapses (as an inactive member) for a maximum period of three years for the above purposes; and
- j. Any other purpose I agree to in writing.

8. **Photography:** In the case that I have opted-out to “allow photos to be taken” in the online membership registration for the Club and Gymnastics NZ, this supersedes any reference to the collection, holding or use of photography or image mentioned in clause 7 Privacy.

9. **Use, Security and Access:** I understand that my personal information will only be used for the purposes listed in paragraph 7 and in accordance with the Gymnastics NZ Regulations, and that:

- a. My personal information will be held securely;
- b. I will have access to my personal information under the Privacy Act;
- c. My personal information will be corrected upon request.

10. **Continued Membership:** I understand that upon payment of my membership fee(s), if I am accepted to membership, I will become a member of my Club and Gymnastics NZ and that by paying such fee(s) by the due date(s), I will continue to be a member of my Club and Gymnastics NZ for the duration of my Membership as specified on this form and in accordance with the Gymnastics NZ Constitution, unless I resign or my membership is terminated.

11. **Interpretation:** Every reference to “I” and “my” in this document includes the gymnast and the parent/guardian/caregiver of the gymnast (if applicable).