# User Form and Disclaimer (participants at all venues)



### 1 Guidance Notes

SportsHub Pte Ltd ("SportsHub") grants permission to you ("User") to access and use the Venue at the Singapore Sports Hub as per sections 3 and 4. Please read this User Form and Disclaimer ("Agreement") carefully and agree to the terms by signing and dating section 7 (Signatures). The information in this Agreement may change at any time without prior notice.

### 2 User Personal information

First Name:	Family Name:
	Date of Birth:
Handphone No.:	Email:
Emergency Contact Person Name:	Relationship:
Emergency Contact No.:	

In case of a minor, details of parents/guardian/authorised person

First Name:	Family Name:
Partial NRIC/Passport/Oth:	Relationship:
Handphone No.:	Email:
Authorised Person for pick up: Name:	Relationship:
Home Contact No.:	Handphone No.:
In case of medical emergency: Doctor's name:	Contact No.:

### 3 Type of Use / Price

Venue	Type of session	Price (incl GST)	Remarks
Splash N' Surf (SNS)			Strictly no refunds once payment is made.
Spiasii iv Suii (Sivs)			No Make up for any missed sessions.

### 4 Terms and Conditions

You. the User:

- 1) must not participate if your height is 1.2 and below
- 2) must obey directions at all times from SportsHub staff and understand that management reserves the right to refuse entry for any reason, including physical capacity;
- 3) must wear appropriate attire or attire required by the Venue: Swimwear material should be of colourfast and lightweight such as lycra, spandex, polyester or nylon.Rashguards and helmets must be worn at all times during the ride.
- 4) must behave courteously, and disorderly or aggressive behaviour is strictly prohibited;
- 5) must not in any circumstances abuse the facilities, staff or equipment and pay for any damage to any property;
- 6) agree that consumption of alcoholic beverages, smoking and bringing cans/glass containers inside the Venue is prohibited;
- 7) if required, must present your access card and photo identification upon entry and abide by the terms and conditions printed on the card:
- 8) accept SportsHub's terms and conditions (including booking terms and conditions), policies and Conditions of Entry, which may change without prior notice;
- 9) understand that a parent or guardian who completes Section 7 (Signatures) on behalf of a minor shall be solely responsible for all actions of the minor. All terms and conditions set out herein shall apply to the minor as if said minor had signed the application form, and the parent or guardian is responsible for ensuring that the minor adheres to these;
- 10) understand that the parent or guardian is responsible for dropping and picking-up the minor to and from the allocated class and/or programme. Please ensure that a parent/guardian or the authorized person for pick-up arrives promptly, and no later than 15 minutes after the class/programme;
- 11) understand that SportsHub may postpone, cancel, interrupt or stop, or deny access to any classes and/or programmes for any dangerous situation, maintenance works or any other causes without notice;
- 12) understand that no refund is available for any classes/programmes which are not attended by the User;
- 13) confirm that you have attended all required training sessions/briefings/safety sessions and are fully aware of all rules and regulations for participating in any activity;
- 14) agree that in the event of any dispute, the decision of SportsHub is final.

# 5 Disclaimer and Release from Liability

Physical Condition and Risk of Injury: I, the User, hereby:

- knowingly and voluntarily agree, being of legal age and capacity, to the present Agreement and to the terms outlined in the Waiver and Release from Liability.
- 2) acknowledge that participating in activities at the Venue involves a risk of personal injury to myself and damage of property belonging to others and myself. I hereby agree that I am a voluntary participant in physical exercise, the use of the Venue, and training and instruction by personnel and I am assuming all risks of injury or abnormal body changes from these activities.

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Medical Conditions: If you have any medical condition, tick the box(es):

Heart condition		Nausea	
High blood pressure		Head Injuries (Headache, Severe Migraine, Stroke)	
Medication for blood pressure or heart condition		Breathing difficulties or asthma	
Pain in my chest when I do physical activity		Significant, recurring or chronic sports injuries	
Diabetes		Allergy	
Have had episodes of fits or epileptic seizures		Pregnant or had a baby within the last 6 months	
Loss of balance due to dizziness, loss of consciousness		Hearing condition	
Bone, back, neck or any joint problem that could be made	П	Other	
worse by physical activity			

#### Waiver and Release from Liability

All warranties, conditions and other terms implied by statute or common law are hereby, to the fullest extent permitted by law, excluded. I warrant, represent and agree that:

- 1) I am in good health and have no physical conditions that affect my ability to participate in any activity at the Venue and have not been advised otherwise by a medical practitioner.
- 2) I hereby personally assume any and all risk from participating in any activity / programme.
- 3) I agree to indemnify, defend and hold harmless SportsHub and its employees, agents, contractors, instructors and volunteers from and against any claims, causes of action, damage, judgments, liabilities, fines imposed, fees (including legal fees), costs and expenses incurred by them as a result of my actions or failure to act during any activity.
- 4) In the event of an accident or illness requiring urgent medical treatment, I give permission to receive any emergency dental, medical or surgical treatment, including anaesthetic or blood transfusion, as considered necessary by the medical authorities present.
- 5) I assume all risks from my participation including without limitation the risk of any negligence or recklessness by other participants. I understand that there may be risks involved which are not known to me or to SportsHub at this time, or the time of the activities in which I may participate and agree to assume such unforeseeable risks.

### Consent to Photography / Video

I give consent to SportsHub to use my images from any photo / film shoots and waive all rights to the images. This includes reproductions or adaptations of the images for general purposes (e.g. website, promotions and articles). I can ask SportsHub to stop using my images at any time. I understand that section 5 (Disclaimer and Release from Liability) is legally binding and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions of this Agreement found to be unenforceable shall not affect the validity or enforceability of any other provisions, which may be modified by a court having jurisdiction.

### Protection of Personal Data

SportsHub would need to collect, use, disclose and/or process your personal data for the purpose of granting you access to and use of the venue, to process your application for participation in the activities in our venue and/or for such other purposes as set out in our privacy policy, which is accessible at <a href="http://www.sportshub.com.sg/pages/privacy-statement.aspx">http://www.sportshub.com.sg/pages/privacy-statement.aspx</a>. By providing your personal data in this form, you hereby consent to the collection, use and/or disclosure of your personal data (or the personal data of your representative) by SportsHub for the aforementioned purposes and agree to be bound by SportsHub's privacy policy.

### 6 Governing Law

This Agreement is governed by the laws of Singapore and the Singapore courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

## 7 Signatures

Signature of User

I have carefully read this Agreement and agree to Section 5 (Terms and Conditions) and Section 6 (Disclaimer and Release from Liability) and fully understand this as a release of any and all future claims or rights of whatsoever nature against SportsHub including but not limited to injury or risk of injury resulting from activities while using the Venue.

I also hereby consent to SportsHub the collecting, using, disclosing and/or processing of my personal data provided in this form for the purposes set out above and in SportsHub's privacy policy.

Signature of osci.			
	Print name:	Date	
Signature of parent / guardian	ı (if User is under 18 years old):		
	Print name:	Date	
For Official Use Only: where ar	oplicable: Time In Time Ou	ıt	
□ Stingray			
□ Stingray Clinic			