



MANLY WARRINGAH CRICKET ACADEMY (MCA)

Bowling Machine Terms and Conditions

The Terms and Conditions associated with hire of bowling machines from MCA are:

- (1) Bowling machines are only available for hire when the MCA Indoor Nets are staffed.

OR

Only coaches with a Level 1 CA coaching accreditation are allowed to hire and use the bowling machines when the MCA is not staffed. The coaching accreditation must be provided to MCA prior to use.

- (2) All bowling machine hirers – including coaches – must have gone through a one time “Bowling Machine Induction” with MCA staff prior to use.
- (3) Use of the bowling machines are for bat v ball training purposes only, and within reasonable speed limits.
- (4) Helmets must be worn by batters at all times while using the bowling machine. Hirers must bring their own helmet.
- (5) The Hirer must not hire a bowling machine when consuming, or under the influence of alcohol or any other illicit substance.
- (6) All accidents or injuries to the Hirer or damage to the bowling machine must be reported to Venue Services staff at MCA as soon as possible.
- (7) The Hirer understands that hire of the bowling machine is at their own risk and they have read and understand the waiver and release.

By checking “I agree to the Ball Machine Waiver” at checkout, I acknowledge and agree to:

1. the Terms and Conditions of bowling machine Hire;
2. the Bowling machine waiver and release;
3. use the bowling machine at my own risk; and
4. that MCA will not be responsible for any loss or damage associated with your use of the bowling machine.

Waiver and Release

This form is to be completed by each Hirer of the bowling machines available for hire at MCA.

1. **Risk Warning:** Your use of the bowling machine has inherent risk. Accidents can and often do happen which may result in personal injury, death or property damage. Prior to undertaking any such cricket activities using the bowling machine you should ensure you are aware of all the risks involved, including those risks associated with any health condition you or other participants may have. By agreeing to these terms and conditions you acknowledge , agree and understand that participation and use of the bowling machines hired to you by MCA may involve risk. You agree and undertake any such risk voluntarily. You will not use the bowling machines while intoxicated or affected by drugs. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

2. **Waiver of rights – Australian Consumer Law:** The *Australian Consumer Law* is a national law that applies in New South Wales and elsewhere in Australia. Under the *Australian Consumer Law*:

You agree to the terms of this waiver and release. By doing so agree that your rights (or the rights of a person for whom or on whose behalf You are acquiring the services) under the *Australian Consumer Law* to sue MCA on the basis of the recreational services provided **have been waived**. The recreational services apply to bowling machine hire and use.

3. **Release and Indemnity:** You agree that, to the extent permitted by law:
 - a. You release and forever discharge MCA from all claims that you may have or may have had but for this release arising from or in connection with your participation in hiring bowling machine(s) for your use
 - b. You indemnify and will keep indemnified and hold harmless MCA to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with your hiring of the bowling machine(s)
 - c. **Fitness to Participate:** You declare that You are medically and physically fit and able to participate in any cricket activities including the hiring of the bowling machine(s). You will immediately notify MCA of any change to Your medical condition, fitness or ability to participate. You agree to report any accidents, injuries, loss or damage that you suffer during any Cricket Activities using the bowling machine(s) to MCA.