



Water polo program application

Please email to andrei.kovalenko@olympian.org

PLAYER DETAILS

Player details

| | | |
|-----------------------------|--|----------|
| Name: | | (Player) |
| Date of birth: | | |
| Club: | | |
| Preferred playing position: | | |
| Mobile: | | |
| Email: | | |

Legal guardian/ parent details (required if the Player is aged under 18 years)

| | Legal guardian/ parent 1 | Legal guardian/ parent 2 (optional) |
|-------------------------|--------------------------|-------------------------------------|
| Name: | | |
| Relationship to Player: | | |
| Mobile: | | |
| Email: | | |

(each a **Parent** and together the **Parents**)

PROGRAM DETAILS

Please note that program times and locations may vary from time to time to accommodate changes in player numbers and location availabilities. Magura will give you notice of any changes as soon as reasonably practicable.

Follow us on

1. WATER POLO PROGRAM FOR JUNIOR BOYS (born 2008-2009)

| Start date | End date | Days | Times | Location |
|------------|--------------|-----------|--------------------|----------------------------|
| 1 May 2024 | 22 Sept 2024 | Monday | 6:00am - 7:00am | UWA Gymnasium |
| | | Monday | 6:00pm – 8:00pm | Hale School pool |
| | | Wednesday | 6:00am - 7:00am | UWA gymnasium |
| | | Wednesday | 6:00pm – 8:00pm | UWA pool |
| | | Friday | 5:00pm – 6:30pm | Beatty Park Leisure Centre |
| | | Saturday | 12:00noon – 2:00pm | Beatty Park Leisure Centre |

| 2. OPEN SQUAD WATER POLO PROGRAM (male players, born 2007 and before) | | | | |
|--|--------------|--|------------------|----------------------------|
| Start date | End date | Days | Times | Location |
| TBA – coming soon! Magura will update by email and Facebook. | | | | |
| 3. SWIMMING PROGRAM (open to all players, male and female) | | | | |
| Start date | End date | Days | Times | Location |
| TBA – Magura will update by email and Facebook. | 22 Sept 2024 | Tuesday | 5:45am - 7:15am | Beatty Park Leisure Centre |
| | | Thursday | 5:45am - 7:15am | Beatty Park Leisure Centre |
| | | Friday | 5:45am - 7:15am | UWA pool |
| 4. MAGURA & GOALIE POWER INTENSIVE GOALKEEPERS PROGRAM (open to all players, male and female) | | | | |
| Start date | End date | Days | Times | Location |
| TBA – Magura will update by email and Facebook. | 22 Sept 2024 | Tuesday | 5:45am - 7:15am | Beatty Park Leisure Centre |
| | | Wednesday | 6:00am - 7:00am | UWA gymnasium |
| | | Thursday | 5:45am - 7:15am | Beatty Park Leisure Centre |
| | | Friday | 5:00pm - 6:30pm | Beatty Park Leisure Centre |
| | | Saturday | 10:00am - 2:00pm | Beatty Park Leisure Centre |
| | | OPTIONAL FEMALE ONLY SHOOTING SESSION Tuesday & Thursday | 4:30pm – 6:00pm | Beatty Park Leisure Centre |
| 5. KOVA'S SHOOTING SCHOOL (female players only) | | | | |
| Start date | End date | Days | Times | Location |
| TBA – Magura will update by email and Facebook. | 22 Sept 2024 | Tuesday | 4:30pm – 6:00pm | Beatty Park Leisure Centre |
| | | Thursday | 4:30pm – 6:00pm | Beatty Park Leisure Centre |
| | | | | |

PROGRAM SELECTION AND PAYMENT

| Available programs | Cost (excluding GST) | Select desired programs |
|---|----------------------|--------------------------|
| 1. WATER POLO PROGRAM FOR JUNIOR BOYS (born 2008-2009) | \$1,250 | <input type="checkbox"/> |
| 2. OPEN SQUAD WATER POLO PROGRAM (male players, born 2007 and before) | \$1,000 | <input type="checkbox"/> |
| 3. SWIMMING PROGRAM (open to all players, male and female) | \$600 | <input type="checkbox"/> |
| 4. MAGURA & GOALIE POWER INTENSIVE GOALKEEPERS PROGRAM (open to all players, male and female) | \$900 | <input type="checkbox"/> |
| 5. KOVA'S SHOOTING SCHOOL (female players only) | \$550 | <input type="checkbox"/> |

Payment

Upon Magura's acceptance of this application, Magura will issue an invoice for program costs to the Player unless the Player is aged under 18 years in which case it will issue the invoice to the Parents. The invoice will set out the relevant account details and manner of payment.

ACCEPTANCE OF TERMS AND CONDITIONS

By signing below, the Player and Parents, jointly and severally, agree to Magura's standard terms and conditions set out in the document entitled, "TERMS AND CONDITIONS", which forms a part of this application.

Player's signature:

.....
Player signature

.....
Date

Parents' signatures (required if the Player is aged under 18 years):

.....
Parent 1 signature

.....
Parent 2 signature

.....
Date

.....
Date

TERMS AND CONDITIONS

Magura Water Polo Pty Ltd ACN 676 118 460 (**Magura**) will supply the Services on the terms and conditions set out below.

The Parties agree as follows:

1. Definitions

In this document, unless the context requires otherwise:

- a. **Application** means the Customer's completed and signed application form entitled "*Water polo program application*";
- b. **Costs** means the costs payable for the Services as described in the Application;
- c. **Customer** means, if the Player is aged:
 - i. below 18 years, the Parents and the Player; and
 - ii. 18 years or over, the Player;
- d. **GST** has the same meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- e. **Loss** includes, but is not limited to, direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, costs (including party-to-party legal costs), expenses, lost profits or revenue, lost data, personal injury and property damage;
- f. **Parents** means the persons defined as the "*Parents*" in the Application;
- g. **Parties** means Magura and the Customer;
- h. **Personal Information** means the Customer's "*personal information*", which has the meaning given to it under the *Privacy Act 1988* (Cth), where it is defined as information or an opinion about an identified individual or an individual who is reasonably identifiable:
 - i. whether the information or opinion is true or not; and
 - ii. whether the information or opinion is recorded in a material form or not;
- i. **Player** means the person defined as the "*Player*" in the Application;
- j. **Pool** means the pools at which the Services will

take place as notified by Magura to the Customer from time to time;

- k. **Service Agreement** means the contract for the provision of Services between Magura and the Customer comprised of the executed Application and, these Terms;
- l. **Services** mean the professional coaching services provided or to be provided by Magura to the Player within the programs described in the Application; and
- m. **Terms** means this document entitled "*TERMS AND CONDITIONS*" which forms a part of the Application.

2. Interpretation

In this document, unless the context requires otherwise:

- a. a reference to:
 - i. the singular includes the plural and vice versa;
 - ii. money is to Australian dollars;
- b. "*including*" and similar expressions are not words of limitation;
- c. an agreement, representation, or warranty, on the part of two or more persons binds them jointly and severally and may be enforced against one or any number of them;
- d. headings are for convenience only and do not form part of these Terms or affect the interpretation of these Terms; and
- e. a provision of this Service Agreement must not be construed to the disadvantage of Magura merely because it was responsible for the preparation of the Service Agreement.

3. Provision of Services

- a. Subject to Magura accepting the Application in its absolute discretion and the Customer paying the Costs in accordance with clause 9, Magura will provide the Services in accordance with this Service Agreement.
- b. Magura will undertake the Services in a professional manner and in accordance with standards generally observed in the professional sports coaching industry.
- c. Magura will use its reasonable endeavours to

provide the Services but without warranting that they will be delivered without interruption or error.

- d. If the Player is aged below 18 years, the Parents warrant that they are the Player's legal guardian and consent to Magura providing the Services.

4. Training times and locations

- a. Magura may change the times and Pools by notice to the Customer at any time if the Pools being used are closed or rendered unavailable for the Services by the owner or manager of the Pools for reasons outside of Magura's control.
- b. The Costs are not refundable if Services are disrupted pursuant to clause 4.a.

5. Medical conditions

- a. The Customer warrants that the Player has no pre-existing physical or medical condition which would render it unsafe for the Player to receive the Services and the Player must immediately inform Magura if this changes at any time prior to the completion of the Services.
- b. If, during the provision of the Services, Magura forms a reasonable opinion that the Player is suffering from a physical or medical condition which renders it unsafe for the Player to continue receiving the Services, Magura may cease the provision of Services until the Player has been approved by a doctor to continue receiving the Services.
- c. The Costs are not refundable if Services are suspended pursuant to 5.b.

6. Injuries sustained by Players

- a. Magura will undertake reasonable endeavours to ensure that the Services are delivered in a safe and respectful environment, however, the Customer acknowledges that water polo is a physical contact sport and players, including the Player, may sustain injuries during the provision of the Services.
- b. Magura is not liable for the injuries described in clause 6.a. unless they are caused by Magura's negligence and the Customer releases Magura from any liability for these injuries insofar as the law permits.

7. Insurance

During the term of this Service Agreement, Magura shall maintain public liability insurance, professional indemnity

insurance and workers compensation insurance.

8. Magura may act through agents

- a. In meeting its various obligations under this Service Agreement, including the provision of Services, Magura may act through an agent or contractor.
- b. Magura warrants that its agents and contractors are competent and have all necessary skills, training, expertise and qualifications to perform the Services.

9. Payment of Costs

- a. If Magura accepts the Application then it will issue the Customer with an invoice for the Costs (**Invoice**).
- b. In consideration of the Services, the Customer must:
 - i. pay Invoice to the account and in the manner described in the Invoice; and
 - ii. use the Player's name as the payment reference.
- c. Magura will render a tax receipt to the Customer promptly after receiving payment of the Costs.

10. Termination

- a. Magura may suspend the Services or terminate this Service Agreement immediately at any time by notice to the Customer if the:
 - i. Customer has intentionally provided incorrect information about itself to Magura, including about the Player's physical or medical condition; and
 - ii. Customer behaves inappropriately or disrespectfully towards, or verbally or physically threatens, Magura's personnel or other players.
- b. The Customer may terminate this Service Agreement for any reason by giving written notice to Magura.
- c. The Costs are not refundable if the Services are terminated pursuant to this clause 10.

11. Privacy

- a. In the course of providing the Services, Magura will

collect Personal Information.

media profiles, accounts and pages.

- b. The Customer consents to Magura using the Personal Information in accordance with this clause 11.
- c. Magura will disclose the Personal Information to:
 - i. its personnel, agents and contractors to support the provision of the Services;
 - ii. its third-party service providers who supply staff, equipment or Pools required to facilitate the Services;
 - iii. its professional advisers and consultants;
 - iv. a third party if the disclosure of the Personal Information is required by law;
 - v. Water Polo Australia and any of its state-based counterparts;
 - vi. water polo clubs; and
 - vii. any successor, or potential successor, to all or part of its business.
- d. Magura will use the Personal Information to:
 - i. provide the Services;
 - ii. explore water polo development and competitive opportunities ;
 - iii. conduct water polo development program research and analysis; and
 - iv. protect or enforce its legal rights or as otherwise permitted by law.

12. Consent to photography and filming

- a. The Customer acknowledges that Magura may take photographs and videos of the Services being provided and consents to them being used:
 - i. to review and improve its coaching programs and to develop new coaching programs;
 - ii. as an instructional and training tool for Magura's players and personnel in the provision of Magura's services, including the Services; and
 - iii. to promote Magura and its services, including the Services, on its website and its social

- b. The Customer may withdraw or limit the scope of the consent given in clause 12.a at any time by written notice to Magura.

13. Force majeure

Magura will not be liable to the Customer for any default or delay in the provision of Services due to a condition or reason that is out of Magura's reasonable control, including flood, fire, storm, strike, government regulation, industrial action and national emergency.

14. Governing law

The Service Agreement shall be governed by the law of Western Australia and the Parties consent to the non-exclusive jurisdiction of the Courts of Western Australia.

15. Reservation

Notwithstanding anything else in the Service Agreement, Magura may reject an Application in its absolute discretion by notice to the Customer. If this occurs, then no contract is formed between the Parties for the provision of the Services.