## APPLICATION FOR FITNESS TRAINER PARKS FORM & CONDITIONS OF HIRE



APPLICANT DETAILS					
Applicant Name:					
Contact Name:					
Applicant Postal Address:					
Phone:	N	Mob:			
Fax:	E	Email:			

BOOKING DETAILS	
Dates / Days Required:	
Time/s Required:	
Park Required:	
No. of participants:	
Outline activities to be undertaken:	

PAYMENT DETAILS							
	EFTPOS		C/Card		Cheque		Cash
Card No: / / / /			Exp. Date:	/	_ CVC:		
Name on Card:			Signature:				
Fee Paya	ble:	\$248.00 p	per annum		Date:		

INSURANCE					
Council requires evidence of your current Public Liability Policy, identifying and naming Mid-Western Regional Council or					
'any local governme	ent wher	e the activity is taking place', with a cover of at least \$20 milli	on, listing any policy exclusions		
Public Liability Insurer: Expiry Date:					
QUALIFICATION	S				
Council requires e	Council requires evidence of your current relevant qualifications, Evidence of Fitness Australia and professional				
developments undertaken. Attach copies.					
First Aid:		Expiry Date:			
Qualifications:		Expiry Date:			

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CHECKLIST & DECLARATION						
Plea	ise tick. Ar	ny required documentation not provided will delay the processing of your application.				
	I have attached a copy of my public liability policy.					
	I have completed a Risk Assessment of the venue in relation to this specific event.					
	I confirm the details I have given are correct.					
	In signing this form I acknowledge that I have read and accepted the 'Conditions Use' attached.					
Sigr	nature:	Date:				

#### OFFICE USE ONLY

Fee Paid:	Receipt No:	
Date:	Tag No:	

MID-WESTERN REGIONAL COUNCIL CONTACT DETAILS				
Address:	86 Market St, Mudgee NSW 2850			
Postal Address:	PO Box 156 Mudgee NSW 2850			
Website:	www.midwestern.nsw.gov.au			
Email:	council@midwestern.nsw.gov.au			
Phone:	(02) 6378 2850	Fax:	(02) 6378 2815	

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#### CONDITIONS

#### Please note: Training permits are only valid for one financial year (from 1 July – 30 June)

# I \_\_\_\_\_\_ hereby acknowledge and agree to abide by the following conditions;

- 1. My training sessions will be limited to what is outlined in this booking form
- 2. I will comply with all reasonable directions from Councils staff in relation to any actual or potential conflicting activities and to display evidence of permit when requested
- 3. I will keep and maintain a log book of significant accidents or injuries occurring during training sessions on public land and notify Council within 24 hours of such incident on a weekday and within 48 hours on a weekend.
- 4. Prior to commencing any training I shall inspect the area in which I intend to undertake training and ensure there are no hazards are evident, taking appropriate action to move the hazard or the training site is any are evident.
- 5. Shall indemnify and hold the Council harmless from and against all damages, sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Council by any person for any loss of life or injury or damage any person may sustain due to the negligent act of a trainer whilst conducting a training session
- 6. Council does not and will not accept liability for any debts incurred by any trainer and shall not be in any way responsible for any property of a trainer or any other person that may be left on the land or for any loss of any such property by theft or otherwise
- 7. Understand that the parks is a public area and that I do not have exclusive use of any one area with no activities undertaken that will unreasonably disturb other users and adjacent residents
- 8. Must manage activities to minimise wear and tear on grassed areas or infrastructure within the public reserves. Any damage that results due to the activities undertaken will be repaired by Council with any costs incurred being invoiced to the trainer.
- 9. Shall not suspend boxing or kickboxing bags from trees and / or structures in the public reserves
- 10. Shall not use picnic tables and / or seating as exercise equipment
- 11. Shall ensure that any exercise equipment used does not create any hazards or obstructions
- 12. Shall not assign their rights under this licence agreement or attempt in any other manner to transfer their rights under the licence agreement to any other person, it being clearly understood that the licence agreement is issued to a particular individual and is not transferable unless approved by Council in accordance with this policy
- 13. No glass items shall be taken onto reserves including drink containers and vessels
- 14. Due to underground irrigation systems within Councils reserves nothing will be penetrated into the ground
- 15. Council staff undertaking maintenance activities have right of way at all times
- 16. I have provided copies of my public liability insurance and qualifications to Council
- 17. I accept that Council reserves the right to terminate this agreement without notice if in its sole opinion it has determined that I have failed to comply with the reasonable direction of an authorised Council officer or have breached a condition of approval. A trainer whose has had their permit terminated can appeal in writing to the general Manager against the determination within 14 days of being issued a written notice.