

TERMS AND CONDITIONS: ENROLMENT

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY.

- 1) Definitions – in these terms and conditions:
 - a) "Provider/s" means and includes Ipswich City Council, Royal Life Saving Society Queensland Inc, Australian Crawl, Just Sport n'Fitness its subsidiaries, staff, members, and their respective directors, officers, members, servants or agents.
 - b) "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Enrolment, but does not include a claim by any person expressly entitled to make a claim under a Provider's insurance policy.
 - c) "Program" means (but is not limited to) the Learn to Swim program or any course being conducted by or on behalf of a Provider and undertaken by you or your children as set out in this application.
 - d) You means all persons named on the Enrolment Form including parent, guardian and children.
- 2) Risk Warning and Waiver – Your participation in the Enrolment is inherently dangerous and may involve risk. There are risks specifically associated with participation and accidents can and may happen which may result in personal injury, death or property damage. Prior to participating in the Program, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you or your children may have. You agree and undertake any such risk voluntarily and at your own risk.
- 3) Release & Indemnity: In consideration of the Provider/s accepting your application to participate in the Program, to the extent permitted by law you:
 - a) release and forever discharge the Provider/s from all Claims that you may have or may have had but for this release arising from or in connection with this application and/or undertaking the Course; and
 - b) release and indemnify the Provider/s against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by the Provider/s or in any other manner whatsoever; and
 - c) indemnify and will keep indemnified and hold harmless the Provider/s to the extent permitted by law in respect of any Claim by any person:
 - i) arising as a result of or in connection with you undertaking the Program; and
 - ii) against the Provider/s in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the rules or directions of the Provider/s (or any authorised person), save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Provider/s.
- 4) Insurance – The Provider/s have arranged insurance coverage which may provide you with some protection for loss, damage or injury that you may cause during your participation in the Program. However, you acknowledge and agree that the insurance taken out by the Provider/s may not provide full indemnity for loss, damage or injury that you may cause during your participation in the Program. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account the Provider's insurance arrangements and your own circumstances.
- 5) Disclosure of Medical Conditions— You warrant that prior to participating in the Program you and your children:
 - a) are and must continue to be medically and physically fit and able to undertake and participate in the Program;
 - b) are not a danger to yourself or to the health and safety of others; and
 - c) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in the Program. You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that the Provider/s relies on information provided by you and that all such information is accurate and complete.
- 6) Reporting of Injury – You agree to report any accidents, injuries, loss or damage you suffer during the Program to the Provider/s on the day such occurs or is known. You will assist the Provider/s to prepare an incident report in respect of such incident and will provide all documents requested of you to the Provider/s upon request.

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- 7) Treatment – You consent (in relation to you and your children) to receiving any medical treatment that the Providers or their authorised representatives consider necessary or desirable during or after the Program and agree to reimburse the Provider for any costs or expenses incurred in providing such medical treatment.
- 8) Bar to proceedings – the Provider/s may plead this document as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against the Provider/s, you:
 - a) will commence those proceedings in the Queensland courts and consent and submit to the jurisdiction of those courts;
 - b) and will consent to any application for security of costs made at any time by the Provider; and
 - c) Consent to paying the Provider/s legal defence costs of the proceedings (on a solicitor client basis) where the Provider/s successfully defend/s the proceedings.
- 9) Governing Law – The governing law of this agreement is the law of the state of Queensland (‘Jurisdiction’). You irrevocably and unconditionally consent and submit to this Jurisdiction and waive any right to object to the exercise of such Jurisdiction.
- 10) Prevailing conditions – You acknowledge and agree that swimming and life saving (and related water safety and aquatic skills) can and will be affected by the weather which may change without warning and there is often an element of the “luck of the prevailing conditions ” when undertaking certain elements of the Program over which the Provider/s has no control.
- 11) Use of Image – You acknowledge and consent to photographs and electronic images being taken of you and/or your children during the Program. You acknowledge and agree that such photographs and electronic images are owned by the Provider/s and the Provider/s may use the photographs for promotional or other purposes without your further consent being necessary. All intellectual property rights vest in the Provider.
- 12) Privacy – You understand that the personal information you have provided is necessary for the conduct and management of the Program and that it is collected in accordance with Ipswich City Council’s Privacy Statement (available from https://www.ipswich.qld.gov.au/about_council/media/corporate_publications/privacy). You acknowledge that Ipswich City Council may use or disclose your personal information for the purposes of conducting and administrating the Program or promotional material or otherwise in accordance with its Privacy Statement. The Provider/s may share your information with third parties such as affiliates; course providers; trainers; contractors; companies engaged by the Provider/s to carry out functions and activities on the Provider’s/s’ behalf including direct marketing; and the Provider’s/s’ professional advisers, including its/their accountants, auditors and lawyers and insurers; and government departments or agencies; however, your information will not be disclosed to anyone outside Australia. You understand that the Privacy Statement contains information about how you may access and request correction of your personal information held by Ipswich City Council or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by Ipswich City Council . You acknowledge that your Program Enrolment may be rejected if the information is not provided. If you do not wish to receive promotional material from our sponsors and third parties, you must advise us in writing or via the opt-out procedures provided in the relevant communication.
- 13) Entire agreement. This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the Program and supersedes all other agreements, understandings and representations and negotiations with the Provider in relation to the Program. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.
- 14) Statement of Understanding – You have read, or have had read to you the above conditions and having understood the same, you consent to undertaking the Program and doing so on the basis set out in this agreement.
- 15) All participants agree to any directions by the Provider’s personnel in relation to the activities, including COVID-19 procedures and safety protocols. All participants must sign the register before each lesson acknowledging they will abide by all Government directions and our own COVID-19 safety plan as available from the venue on the day of the event.
- 16) The Program is open to residents of the Ipswich City Council Local Government Area and priority of bookings will be given to those residents. Residents from other Local Government Areas are welcome to enrol however those participants will be wait listed pending availability.

These Terms and Conditions are essential terms of the contract between you and the Provider when undertaking a Program with us.