Schools in Action

NATIONAL ALL SCHOOLS SPORT CHALLENGES
RISK WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS RISK WAIVER AND RELEASE OF LIABILITY CAREFULLY BEFORE SIGNING. BY SIGNING THIS RISK WAIVER AND RELEASE OF LIABILITY YOU ARE AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. I acknowledge that although **Schools in Action Pty Ltd ABN 32 646 332 514** ("**SIA**") attempts to minimise any risk of personal injury within practical boundaries, accidents do happen and my participation in the National All Schools Sport Challenges ("**Event**") exposes me to risk including, without limitation, risk of personal injury, death and property damage.
2. I acknowledge and agree that:
    - my participation in the Event may involve risk including, without limitation, risk of personal injury, death and property damage;
    - I undertake any such risk voluntarily and at my own risk;
    - to the fullest extent permitted by law, the liability of SIA and its officers, employees and agents for any personal injury or death (excluding personal injury or death due to negligence on SIA's part, or the part of its officers, employees or contractors) that I may suffer as a result of any services provided to me by SIA in relation to the Event is excluded and the application of any express or implied term that any such services will be provided with due care and skill is excluded; and
    - to the fullest extent permitted by law, I agree to indemnify and release SIA and its officers, employees and agents from any claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever (excluding liability for personal injury or death due to negligence on SIA's part, or the part of its officers, employees or contractors) directly or indirectly arising out of, or in connection with, my participation in the Event including, without limitation: (i) costs which may be incurred for my medical or surgical treatment, ambulance transport and medication; and (ii) damage to equipment or facilities as a result of my wilful actions, neglect or recklessness.
3. I declare that:
    - I am medically and physically fit and able to participate in the Event;
    - I have no medical or physical conditions that may prevent or affect my participation in the Event; and
    - I will immediately notify SIA if I become aware of any medical or physical condition that may prevent or affect my ability to participate in the Event.
    - In the case of an emergency, I authorise SIA to arrange for me to receive such medical

or surgical treatment as may be deemed necessary where it is impracticable to communicate with me.

4. By signing this Risk Waiver and Release of Liability I acknowledge and agree that I have carefully read and completely understood its terms and conditions.

WARNING: If you participate in these activities your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012** and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Signed: _____

Printed Name: _____

Role: Student / Teacher (cross out what is not applicable)

Date: _____

*If the participant is younger than 18 years of age, a parent or legal guardian of the participant must sign this Risk Waiver and Release of Liability on behalf of the participant agreeing to its terms and conditions.

Name of Participant: _____

Parent/Guardian Name: _____

Parent/Guardian Signature*: _____

Date: _____

*By signing above the Parent / Guardian represents and warrants that they are the parent or guardian of the participant named above, consents to the participant participating in the Event on the terms and conditions of this Risk Waiver and Release of Liability and, on behalf of the participant, agrees to the bound by such terms and conditions.