

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

1) Definitions – in these terms and conditions:

- a) "RLSS SA" means and includes Royal Life Saving Society South Australian Branch Inc, its subsidiaries, 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 RLSS SA Course, but does not include a claim by any person expressly entitled to make a claim under an RLSS SA insurance policy;
- c) "Course" means the course being conducted by or on behalf of RLSS SA and undertaken by the applicant as set out in this application.

2) Risk Warning and Waiver – Your participation in the Course is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Course and accidents can and may happen which may result in personal injury, death or property damage. Prior to participating in the Course, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. You agree and undertake any such risk voluntarily and at your own risk.

3) Release & Indemnity – In consideration of RLSS SA accepting your application to participate in the RLSS SA Course, to the extent permitted by law you:

- a) release and forever discharge RLSS SA 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 RLSS SA 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 RLSS SA or in any other manner whatsoever; and
- c) indemnify and will keep indemnified and hold harmless RLSS SA 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 RLSS SA Course; and
  - ii) against RLSS SA 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 RLSS SA (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 RLSS SA.

4) Insurance - You acknowledge and agree that RLSS SA has arranged limited insurance coverage which may provide you with some protection for loss, damage or injury that you may cause during your participation in the Course. However, you acknowledge and agree that the insurance taken out by RLSS SA does not provide full indemnity for loss, damage or injury that you may cause during your participation in the Course. You further acknowledge and agree that RLSS SA does not provide any insurance in relation to loss, damage or injury that you suffer during your participation in the Course. 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 RLSS SA's insurance arrangements and your own circumstances.

5) Disclosure of Medical Conditions – You warrant that prior to participating in the RLSS SA Course you:

- a) are and must continue to be medically and physically fit and able to undertake and participate in the Course;
  - 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 RLSS SA Course.
- You acknowledge that you must, and you agree that you will, disclose any preexisting 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 RLSS SA 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 Course to us on the day such occurs or is known. You will assist us prepare an incident report in respect of such incident and will provide all documents request of you to us upon request.

7) Treatment - You consent to receiving any medical treatment that the Course organisers or their authorised representatives consider necessary or desirable during or after the Course and agree to reimburse RLSS SA for any costs or expenses incurred in providing such medical treatment.

8) Bar to proceedings – RLSS SA 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 RLSS SA, you:

- a) will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
- b) waive any right to object to the exercise of such jurisdiction;
- c) will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by RLSS SA) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by RLSS SA to remove the proceedings to the jurisdiction in which any incident occurs;
- d) will pay the costs of any application made by RLSS SA under paragraph 9 (c) and will consent to any application for security of costs made at any time by RLSS SA; and
- e) Consent to paying RLSS SA's legal defence costs of the proceedings (on a solicitor client basis) where RLSS SA successfully defends the proceedings.

9) Governing Law – The governing law of this agreement is the law of the state of South Australia ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs 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 Course over which RLSS SA has no control.

11) Use of Image – You acknowledge and consent to photographs and electronic images being taken of you during the Course. You acknowledge and agree that such photographs and electronic images are owned by RLSS SA and RLSS SA may use the photographs for promotional or other purposes without your further consent being necessary.

12) Privacy – You understand that the personal information you have provided is necessary for the conduct and management of the Course and that it is collected in accordance with our Privacy Policy (available from [www.RLSS SA.com.au](http://www.RLSS SA.com.au)). You acknowledge that we may use or disclose your personal information for the purposes of conducting and administering the Course or promotional material or otherwise in accordance with our Privacy Policy. RLSS SA may share your information with third parties such as affiliates; Course providers; trainers; contractors; companies engaged by RLSS SA to carry out functions and activities on RLSS SA's behalf including direct marketing; and RLSS SA's professional advisers, including its accountants, auditors and lawyers and insurers; and government departments or agencies; however your information is not generally disclosed to anyone outside Australia. You understand that our Privacy Policy contains information about how you may access and request correction of your personal information held by us or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by us. You acknowledge that your Course application 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.

a) RLSS SA may collect information about race or ethnic origin and use or disclose such information to government departments or agencies (including those that have provided or will provide funding to RLSS SA) for statistical purposes about the demographics of participants in RLSS SA Courses. You are not required to provide this information and if you do not do so, your participation in an RLSS SA Course will not be affected.

13) Disclosure of Commissions – If you were referred to us by your employer or another agency, that entity may receive a commission of up to 5% of the gross fee you paid for this course.

14) Entire agreement – This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the Course and supersedes all other agreements, understandings and representations and negotiations with RLSS SA in relation to the RLSS SA Course. 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.

15) 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 Course and doing so on the basis set out in this agreement.

**These Terms and Conditions are essential terms of the contract between you and RLSS SA when undertaking a course with us.**