



## TERMS AND CONDITIONS

### THIS IS AN IMPORTANT DOCUMENT YOU SHOULD READ IT CAREFULLY

#### 1) Definitions – in these terms and conditions:

- a) "RLSSQ" means and includes Royal Life Saving Society Queensland Inc ABN 60 478 008 791, 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 an RLSSQ insurance policy;
- c) "Program" means (but is not limited to) a Learn to Swim program or any other program or course being conducted by or on behalf of RLSSQ and undertaken by you or your children.
- d) "Facility" means a location under the control or ownership of RLSSQ, or a location that a Program is being delivered. For the purpose of clarity, the property trading under the name The Plantation (or similar) at 1204 New Cleveland Road, Gumdale Qld is a Facility.
- e) "You" means all persons who are admitted to a Facility which we operate or own whether or not you participate in a Program or any other activity and including parent, guardian and children. For the purpose of clarity, the term You includes persons entering our Facility for recreational purposes including swimming or attending an event.

**2) Risk Warning and Waiver –** Your attendance at the Facility or participation in the Program is inherently dangerous and may involve risk. There are risks specifically associated with recreational activity and 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 may have. You agree and undertake any such risk voluntarily and at your own risk.

**3) Release & Indemnity:** In consideration of RLSSQ agreeing to allowing entrance to the Facility or accepting your application to participate in the Program, to the extent permitted by law you:

- a) **release and forever discharge** RLSSQ from all Claims that you may have or may have had but for this release arising from or in connection with the Facility or Program; and
- b) **release and indemnify** RLSSQ 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 RLSSQ or in any other manner whatsoever; and
- c) **indemnify** and will keep indemnified and hold harmless RLSSQ to the extent permitted by law in respect of any Claim by any person:
  - i) arising as a result of or in connection with the Facility or you undertaking the Program; and
  - ii) against RLSSQ 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 RLSSQ (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 RLSSQ.

#### 4) Insurance

a) **Coverage for RLSSQ** - You acknowledge and agree that RLSSQ has limited insurance coverage which may provide you with some protection for loss, damage or injury that you may cause to us in connection with the Facility or during your participation in the Program. However, you acknowledge and agree that the insurance taken out by RLSSQ does not provide full indemnity for loss, damage or injury that you may cause.

b) **Coverage for you** - You further acknowledge and agree that RLSSQ does not provide any insurance in relation to loss, damage or injury that you suffer in connection with the Facility or 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 RLSSQ's insurance arrangements and your own circumstances.

**5) Disclosure of Medical Conditions** – You warrant that prior to participating in the Program you:

- 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 RLSSQ 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 in connection with the Facility or during the Program to us on the day such occurs or such is known to you. You will assist us prepare an incident report in respect of the incident and will provide all documents request of you to us upon request.

**7) Treatment** - You consent to receiving any medical treatment that the we or our authorised representatives consider necessary or desirable during or after the Program and agree to reimburse RLSSQ for any costs or expenses incurred in providing such medical treatment.

**8) Bar to proceedings** – RLSSQ 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 RLSSQ, 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 RLSSQ) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by RLSSQ to remove the proceedings to the jurisdiction in which any incident occurs;
- d) will pay the costs of any application made by RLSSQ under paragraph 9 (c) and will consent to any application for security of costs made at any time by RLSSQ; and
- e) Consent to paying RLSSQ's legal defence costs of the proceedings (on a solicitor client basis) where RLSSQ successfully defends 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 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 attendance at the Facility and/or recreational and physical activity, 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" over which RLSSQ has no control.

**11) Use of Image** – You acknowledge and consent to photographs and electronic images being taken of you whilst at the Facility and during a Program. You acknowledge and agree that such photographs and electronic images are owned by RLSSQ and RLSSQ 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 Facility or the Program and that it is collected in accordance with our Privacy Policy (available from [www.rlssq.com.au](http://www.rlssq.com.au)). You acknowledge that we may use or disclose your personal information for the purposes of conducting and administrating the Facility or Program or promotional material or otherwise in accordance with our Privacy Policy. RLSSQ may share your information with third parties such as affiliates; course providers; trainers; contractors; companies engaged by RLSSQ to carry out functions and activities on RLSSQ's behalf including direct marketing; and RLSSQ'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 entrance to the Facility or 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.

a) RLSSQ 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 RLSSQ) for statistical purposes about the demographics of participants in RLSSQ Courses. You are not required to provide this information and if you do not do so, your participation in a Program will not be affected.

**13) Entire agreement** – These Terms and Conditions (and the documents to which refer to it) constitutes the entire agreement between the parties in respect to the Facility or Program and supersedes all other agreements, understandings and representations and negotiations with RLSSQ 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 terms and conditions and having understood the same, you consent to undertaking the Program and doing so on the basis set out in this agreement.

These Terms and Conditions are essential terms of the contract between you and RLSSQ when entering the Facility or undertaking a Program with us.