

LIABILITY WAIVER

By marking the tick box below, the Customer acknowledges and agrees to the following:

- (a) This waiver forms a binding agreement between the Customer and Chloe Anne Autridge ABN 90 485 176 891 t/as Junior Touch Academy (referred to in this waiver as **Junior Touch Academy, we, us, or our**) (**Agreement**) and is entered into in consideration of the Customer's purchase and booking of our touch rugby coaching sessions on behalf of a minor (**Coaching Sessions**).
- (b) This waiver constitutes a risk warning under the Civil Liability Act 2003 (QLD).
- (c) For the purpose of this Agreement, a "Participant" refers to any person participating in a Coaching Session.
- (d) Our Coaching Sessions are physical activities and accordingly, the Customer assumes all risk for the Participant's participation in the Coaching Sessions, including the risk of accidents, illness, physical injury which may be serious and disabling, death or property damage.
- (e) The Customer further acknowledges that they have read and understood this waiver, which describes the Customer's rights under Australian Consumer Laws, and that the Customer assumes full responsibility for the participation of the Customer and all Participants in the Coaching Sessions, and acknowledges that they have read this Agreement and how Junior Touch Academy limits its liability to the Customer.
- (f) The Customer assume all risk of injuries associated with the Customer and the Participants' participation in the Coaching Sessions, including but not limited to, risk of impact injury, injury from equipment use, contact with other Participants, muscle and ligament strains, bruising, aggravation of a pre-existing injury, broken or fractured bones, the effects of the weather and the loss of the Customer's or the Participant's personal property and excludes Junior Touch Academy from all liability.
- (g) Because physical exercise can be strenuous and subject the Customer and Participants to risk of serious injury, Junior Touch Academy highly recommends the Customer ensures all Participants consult a medical professional before participating in the Coaching Sessions.
- (h) All information and advice provided by Junior Touch Academy, including information that is provided by Junior Touch Academy as part of providing a Coaching Session, on our website or provided by Junior Touch Academy' personnel via an in-person induction, email or over the phone is general in nature and is not intended to be professional advice, medical diagnosis or treatment of any kind and should not be relied upon as such. The Customer must seek independent medical advice when assessing their own, and the Participant's physical capability in participating in a Coaching Session.
- (i) If at any time during a Coaching Session the Participant feels any discomfort, strain or injury, feel dehydrated or otherwise unwell, the Customer acknowledges that it is the Customer or the Participant's responsibility to inform a coach or representative of Junior Touch Academy, take a rest or stop the class.
- (j) The Customer warrants that they will ensure that the Participant has no prior or existing injuries; is not pregnant, has no physical restrictions; disabilities or predispositions to sickness or injury; any pre-existing heart conditions, high blood pressure; asthma; and has not recently undergone surgery; (**Conditions**) that may affect the Participant's participation in a Coaching Session or that if the Customer is aware of such Conditions, the Participant participates in the Coaching Sessions provided by Junior Touch Academy entirely at their own risk.
- (k) The Customer warrants and represents that they will ensure that all Participants, and their legal guardians, understand all of Junior Touch Academy' terms and conditions (whether outlined on our website, via email to the Customer or as otherwise provided by Junior Touch Academy' personnel via an in-person induction) prior to the Participant participating in a Coaching Session. The Customer will ensure, at all times, that Participants participate in a Coaching Session safely and will not act in a manner contrary to any of Junior Touch Academy' terms and conditions..
- (l) The Customer excludes, hereby releases and agrees to indemnify, defend and hold harmless, Junior Touch Academy and its directors, officers, employees and contractors, other Customers and any other persons involved in the Customer's participation and the Participant's participation in the Coaching Sessions with Junior Touch Academy (**Releasees**) from any demand, claim, liabilities or other proceeding, including injury to the Customer, injury to the Participant or a third party (including where that injury causes permanent disability), the Customer's death, the Participant's death, or the death of a third party to any injury or death or loss or damage to personal property in connection with the Customer's participation in the Coaching Sessions with Junior Touch Academy, whether or not caused by the negligence of a Releasee or any other third party.
- (m) The Customer agrees to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with the Customer's participation in the Coaching Sessions with Junior Touch Academy where

circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by the Customer or the Customer's breach of this Agreement (including our Terms and Conditions).

- (n) The Customer further agrees to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with the Participant's participation in the Coaching Sessions with Junior Touch Academy where circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by the Participant or the Participant's breach of our terms and conditions.
- (o) The Customer agrees that should any part of this Agreement and waiver be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this Agreement and waiver will remain in full force.
- (p) To the maximum extent permitted by law, the Customer agrees that the maximum liability of Junior Touch Academy to the Customer for all claims in aggregate (whether those claims be for

breach of contract, negligence or otherwise) arising under or in connection with this waiver:

- (i) is totally excluded, insofar as it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
- (ii) is limited, insofar as it concerns other liability, the total Fees paid to Junior Touch Academy by you under the most recent booking or purchase.
- (q) Nothing in this Agreement is intended to limit the operation of the Competition and Consumer Act 2010 (Cth).
- (r) This waiver is intended to be as broad and inclusive as is permitted by the law of Queensland, Australia and the provisions of this waiver are severable so that if any provision is held to be invalid the remainder shall remain in full force and effect. This waiver is to be interpreted by the laws of the Queensland, Australia.

By checking this box, I acknowledge that I have read, understood and agree to the terms and conditions set out in this Liability Waiver Form.