



Exclusion of Liability, Indemnity, Release and Voluntary Assumption of Risk Agreement

Before signing this form please read each point and acknowledge that by signing this form, you may be giving up important legal rights. However, this does not apply if death or injury occurs due to gross negligence on the organiser's part.

The person whose name and other particulars appear below (in this document that person is described as "the Participant") hereby applies to participate in a program conducted by the organiser, namely The Bodyboard Academy (described as "TBA") and its affiliates*

1. **WARNING:** The Participant acknowledges that there are inherent dangers, both apparent and hidden, associated with bodyboarding, which may result in serious injury or even death and enters this program entirely at their own risk.
2. The Participant declares they are medically and physically fit and able to participate in the Program and will immediately notify TBA of any changes to their fitness or ability to participate, this also includes any incidents that occur during a lesson.
3. **RELEASE AND INDEMNITY:** To the full extent permitted by law, TBA is forever excluded from any liability to the Participant and will not be responsible for any loss, damage or injury to the Participant arising from, or connected with, any activity conducted by TBA no matter how that loss, damage or injury is caused. The Participant agrees to indemnify and hold harmless TBA in respect of any claim by any person participating in (or any connection with) the TBA program.
In particular, TBA is not responsible for any loss or damage to a Participant or their property arising from or relating to:
 - the Participant's failure or refusal to obey an instruction from an instructor of TBA,
 - any medical or psychological or mental condition of the Participant as of the date of this contract.Furthermore, TBA is not responsible for loss or damage to the Participant or any of the property of the Participant arising from any negligent act or omission of TBA or any person for whom TBA is responsible.
4. The Participant acknowledges and agrees that TBA has no control in respect of weather, surf or other physical conditions during any program. TBA is accordingly not liable for any loss, damage, inconvenience to any Participant, or their property, arising from all or any of these factors.
5. TBA reserves the sole and exclusive right to decide whether beach conditions, weather or other factors make any particular activity during a program unsafe or inadvisable and TBA may terminate any program at any time (including once the program has started), for any reason. In such cases, a partial or full refund will be offered, the amount to be solely decided by TBA.
6. Each Participant is solely responsible and liable for safekeeping of all their own property. TBA has no responsibility for any loss through theft, breakage or otherwise of any property of any Participant.
7. Participants may only cancel programs by giving at least 24 hours notice to TBA whereupon a credit will be given to re-book another program. If a cancellation occurs within 24 hours of the program commencing, no refund or credit will be given.
8. Cancellations of 'Earlybird' or other discounted offers are non-refundable.
9. The participant agrees that any photograph or video taken of the participant by TBA and its associates may be used for general promotion of TBA, and without payment. Please advise TBA if this is not agreed to.
10. The Participant acknowledges and agrees that the information they provide is necessary for the safe operation of TBA and also for TBA to provide the Participants with information pertaining to any TBA programs or events.
11. The participant acknowledges and agrees that for safety reasons they must be able to swim to participate in this program.
12. In the case of an incident or injury, TBA will arrange hospital or medical treatment (including ambulance transportation) where necessary. The Participant authorises TBA to take such actions and agrees that these costs will be the Participant's responsibility to meet.
13. TBA may at any time vary the terms and conditions where upon the varied terms and conditions from time to time shall form the contractual basis between TBA and the Participant.

Please sign on the next page>

SIGNING PAGE

I have read, understood, acknowledge and accept the conditions of the Agreement between myself and The Bodyboard Academy; Including the warning, release and indemnity. I understand that despite careful and proper preparation, instructions, medical advice, conditioning and equipment, not all hazards and dangers can be foreseen and therefore, I recognise and acknowledge there is still risk of serious injury or death. I voluntarily agree to assume the risk of any injuries, damages or loss regardless of severity that I may sustain as a result of participation in activities connected to or associated with this program and scenario.

Please write in BLOCK LETTERS:

Participant Name:..... Date:

Address:

Postcode: Phone:

D.O.B:..... Email:

Signature:

Emergency Contact (name/phone) :.....

Participant's Medical Disclosure, including any current injuries:

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(Fully set out any medical any medical condition which may affect the Participant's physical or mental ability, capacity or judgement)

PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

I..... (please print name) declare that I am the parent/guardian** of the above-named ("the minor") who is under 18 years old. I have read this Disclosure Form and understand its contents, including the exclusion of liability and assumption of risk, and have explained the contents to the minor. I consent to the minor participating in any activities conducted by TBA at his/her own risk, and allow the use of photographs of the minor for promotional purposes (Please advise if you do not want photos of the minor to be taken or used). I expressly agree to be responsible for the applicant's behaviour and personally accept the conditions set out in this form.

Signed..... Date:

Parent/Guardian** (**Delete whichever does not apply)

* Affiliates of TBA include, but are not limited to; all TBA members, employees, volunteer workers, sponsors and supporters of TBA, Emerald Surf City, Hive Swimwear, Reeflex Wetsuits, Ryan Hardy Bodyboard School, Cronulla Surfing Academy, Sutherland Shire Council, owners and licensees of the land, organisers and respective servants, officials and agents.