

SCHOLAR VICTORIA

Free Fencers



WAIVER

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, 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*.

In consideration of being permitted to participate in Martial Arts instruction, especially involving the use of steel swords, fencers, or sword-simulators I, the Applicant:

- 1) Have been advised and understand that the practice of martial arts is potentially dangerous.
- 2) Am aware of my obligations for sword use and ownership under Victorian Legislation, and that I am not eligible to participate if I meet the criteria of a "Prohibited Person" as described in the Victorian Firearms Act (1996)
- 3) Understand that:

- a) Historical European Martial Arts (HEMA) is a full-contact combat activity and involve risk and dangers of bodily harm, serious injury, and temporary incapacity;
 - b) Any person training Martial Arts or in activities connected with Martial Arts or participating in any activity carried on by this organisation are only allowed to do so on the distinct understanding that they do so entirely at their own risk.
 - c) These risks include the use of training weapons and unarmed techniques which will strike the head, face, or other part of the body during training activities;
 - i) the cause of risks may be my own actions/inactions, or those of other participants;
 - ii) other risks, social, and economic losses may occur, either not known to me or not foreseeable at this time;
 - d) I accept and assume all risks and responsibility for losses, damages, and other costs which I may incur as a result of my participation in Martial Arts and training activities.
- 4) Agree that I am qualified, in good health, and proper physical condition to participate in Martial Arts, and that if I believe conditions to be unsafe I will immediately discontinue participation.
 - 5) Am aware that events may be conducted in facilities open to the public, and fully understand that photographs, video, or other recordings may be taken during events, and that these recordings may be made available by the organisers of the event. I hereby give my permission for any such recordings, including visual or audio depictions of myself, to be edited, modified, or distributed in any format they so choose. I further agree that these recordings may be subject to use, broadcast, sale, or distribution by the organisers without notification, remuneration or compensation, and I waive all right to use of any recordings without condition.
 - 6) Along with my executors, administrators, dependents and other personal representatives, hereby absolve and indemnify the provider and all their servants, agents, employees and other students or persons under the providers control (the "indemnified") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of myself, dependents or other participating persons, including negligent rescue operations; and I further agree that I will indemnify, save, hold harmless, any such persons in the event of any litigation expenses, fees, loss, liability, damage, or cost which may incur as the result of such claim.
 - 7) Agree that I am in no way qualified or authorized to teach the Martial Art taught by this organisation publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with the written authorization of the Organisation.

8) I have read this agreement and fully understand its terms. I have signed it freely without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.