

## Disclaimer and Waiver

### 1 APPLICATION

- 1.1 This Disclaimer and Waiver applies to the provision of Services by Yousof Dib trading as Traditional Legacies (ABN 16 428 033 624) (**we, us, our, Traditional Legacies**) to you. By paying for, accessing or participating in the Services, as defined below, you agree to this Disclaimer and Waiver.
- 1.2 For the purposes of this Disclaimer and Waiver:
  - (a) **Activities** means archery activities.
  - (b) **Claim** means any claim, counter claim, cross claim, action, proceeding, application, complaint, course or action, judgment or demand; and
  - (c) **Services** means the provision of the following:
    - i. The Activities; and
    - ii. any other services offered in the future.

### 2 MEDICAL DECLARATION

- 2.1 You declare that after careful consideration you are not subject to any existing injury, medical condition or treatment that may render you unsuitable for participation in the Services.

### 3 GENERAL DISCLAIMER

- 3.1 We provide our Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the information provided is accurate, we make no representations and give no guarantees or warranties about the suitability, reliability, availability, timeliness and/or accuracy the information provided by us or our Services in general.
- 3.2 None of the Services provided by us are a promise or guarantee of results.
- 3.3 You acknowledge and agree that we, our employees, affiliates, and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Services.
- 3.4 Any testimonials and examples of our Services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.
- 3.5 We make no warranty, representation, or guarantee regarding the suitability of our Services for any particular purpose, nor do we assume any liability whatsoever arising out of the application or use of any Service. It is your responsibility to independently determine suitability of any Service and to test and verify the same.

- 3.6 Any information, any documents, any guidelines, or recommendations made by us in relation to our Services are made on the basis of information that was available to us at the time.

#### **4 SERVICE SPECIFIC DISCLAIMER**

- 4.1 You understand that the Activities as defined in clause 1.2(a) may be included in our Services and such Activities contain varying degrees of risk.
- 4.2 You understand and acknowledge that the risks of the Activities prescribed by our Services include, but are not limited to:
- (a) falls and tripping;
  - (b) equipment related hazards (e.g. broken, defective or inadequate equipment, unexpected equipment failure, or your misuse of equipment);
  - (c) contact or collision with other co-participants, contact with animals or insects;
  - (d) inadequate first aid and/or emergency measures;
  - (e) judgement-and/or behaviour-related problems (e.g. erratic or inappropriate co-participant, errors in judgement by personnel working the event);
  - (f) the natural environment including, bushland, beaches, deep water, strong or dangerous sea currents, uneven sandy terrain, sticks and uneven rocky terrain, contact with poisonous plants, marine life, snakes, spiders and other insects or animals; and
  - (g) the effects of weather including wind and lightning, and extreme temperature or conditions.
- 4.3 You hereby acknowledge that you understand the Activities may be located in a number of locations, including but not limited to, natural settings, such as coastal settings, where the abovementioned risks and many other risks exist. All risks are known and appreciated by you.
- 4.4 You further understand and acknowledge that any of the risks at clause 4.2 and others not specifically named, may cause injuries that may be categorized as minor, serious, or catastrophic. Minor injuries include, but are not limited to, scrapes, bruises, sprains and cuts. Serious injuries include, but are not limited to, property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, cuts, concussions, exposure, dehydration, heat exhaustion, and other heat-related illnesses, mental stress or exhaustion, emotional distress, and dislocations. Catastrophic injuries are rare but are a possibility. These injuries can include, but are not limited to, permanent disabilities, spinal injuries and death. In choosing to participate in the Activities and acknowledging the natural and sometimes unpredictable locations in which the activities take place, you fully understand, accept and assume all risks whether before, during or upon completion of the activities.

- 4.5 You warrant that you are of sound mind when you accept this Disclaimer and Waiver, and have the capacity to accept full responsibility for assessing whether you are willing to participate in any activity which carries an element of risk. In summary, you acknowledge our Services include activities that carry risk of physical injury and that you shall be solely responsible for consenting to participate in such activities.
- 4.6 You acknowledge that when participating in any Activity provided by us, there is a possibility of physical injury, disability or death. You acknowledge that we are not liable for any Claim you bring against us or any injury or loss you may suffer as a result of participating in any Activity.
- 4.7 Due to the nature of our Services, we operate in an unregulated industry which is not governed by any industry codes relating to our Services in Australia and we make no representation that we are health practitioners, registered medical professionals or accountable to any association of professionals.
- 4.8 In the event you provide us with personal health information, such as information relating to a physical or mental health condition, the provision of our Services:
- (a) shall not involve or constitute professional advice;
  - (b) will not constitute a doctor-patient relationship between you and us; and
  - (c) shall not be a replacement or substitute for advice from a medical professional, which should be obtained from the relevant medical professional.
- 4.9 All our Services are intended for providing physical challenges, general education and information purposes only and does not, nor is not intended to, constitute professional advice.
- 4.10 If you have a health condition, you should always consult with your health professional before engaging our Services.
- 4.11 You acknowledge that any employee or representative of ours is not acting as a medical professional and you will not use our Services as a substitute for such clinical health care.
- 4.12 You have made us aware of any medical or other relevant personal circumstances that may affect our recommendation of our products and the provision of our Services and warrant that you are not subject to any existing injury, medical condition or treatment that may render you unsuitable for participation in the Services. You acknowledge that we will be relying on your disclosures in order to provide our product recommendations and Services.
- 4.13 We do not provide specific psychological, medical or other advice, and our Services are intended for general coaching, education and information purposes only. You should not rely on the information provided by us as a substitute for professional advice.

- 4.14 We provide physical challenges, support, guidance and tools for you but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.
- 4.15 You accept full responsibility for informing yourself and assessing all the dangers, hazards and risks of being involved with the Activities provided by us, especially if you have a physical injury or medical condition, including but not limited to a life threatening medical condition, such as allergies that result in an anaphylactic reaction, a heart condition or any other medical condition, and you will rely solely on your own assessment of these dangers, hazards and risks before participating in those activities, taking into account that the Activities may be located in areas where it may be difficult to access emergency medical services.
- 4.16 You confirm that any information you have provided us is true and correct in relation to your medical history and any existing health conditions you have, and if required by us, have obtained or will obtain medical advice from your GP or appropriate medical professional, prior to participating in our Services, to ensure you are not at major risk of injury, or physical or mental harm during activities conducted during the provision of our Services.
- 4.17 You confirm that you will follow all directions and instructions we give you during the Activities.

## **5 WAIVER AND RELEASE OF LIABILITY**

- 5.1 To the extent permitted by Law and in consideration of being permitted to participate in our Services, you agree that you will not make, take or seek any Claim against Yousof Dib trading as Traditional Legacies (ABN 16 428 033 624) and its officers, employees, agents, and independent contractors (all collectively referred to as “the Releasees”) arising directly or indirectly out of or in connection with your participation in our Services and you unconditionally and irrevocably forever waive, release, acquit, covenant not to sue, and discharge the Releasees from and against any loss, liability, cost (including all legal costs and expenses on an indemnity basis), expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent and includes indirect and consequential loss (Loss) arising directly or indirectly out of or in connection with your participation in our Services.
- 5.2 Without limiting the above, you acknowledge and agree that in the event that you are injured, you will bring no Claims, legal or otherwise, against the Releasees in respect of that injury or damage and you hold the Releasees harmless.
- 5.3 You agree to release, waive, acquit and forever discharge the Releasees from all Claims (including, but not limited to, claims for negligence, breach of contract or breach of statute), or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by the Releasees, as a result of the advice given by us or otherwise resulting from the Services provided by us.

- 5.4 You agree to hold harmless and indemnify the Releasees from any and all Claims made against, or Loss suffered by the Releasees, which arises directly or indirectly as a result of or in connection with your participation in our Services.
- 5.5 This Disclaimer and Waiver shall bind your heirs, executors, personal representatives, successors, assigns, and agents.
- 5.6 This Disclaimer and Waiver operates jointly and severally in favour of the Releasees.

## **6 ACKNOWLEDGEMENT OF UNDERSTANDING**

- 6.1 You acknowledge that you have read this Disclaimer and Waiver and fully understand its terms. You acknowledge you are 18 years or over, or, if you are under 18 years of age, your parent or guardian agrees to the 'Declaration for Minors', under clause 7. You or your parent or guardian, if relevant, understand(s) that you are giving up substantial rights. You further acknowledge that by participating in the Services you agree to this Disclaimer and Waiver freely and voluntarily.

## **7 DECLARATION FOR MINORS AND MEDICAL RELEASE**

- 7.1 If you are under 18 years of age on the day this declaration is acknowledged and accepted, the declaration must be acknowledged and accepted by your parent or guardian.
- 7.2 I warrant and certify that I am the parent or guardian of the child registering to participate in the Services ("My Child") who is under 18 years of age and that he/she has my consent and is capable of participating in the activities involved in the Services. I confirm that I have read and understand the above Disclaimer and Waiver and that I agree, on behalf of My Child, to be bound by each of those conditions and having done so, I acknowledge and accept voluntarily.
- 7.3 Medical Release:
  - (a) I permit any authorised employee of Yousof Dib trading as Traditional Legacies to arrange for medical attention for My Child or to transfer My Child to a Medical Centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed for My Child.
  - (b) I agree that on transporting My Child to any hospital or medical facility, Yousof Dib trading as Traditional Legacies will have no further responsibility for, or in respect of, My Child.
  - (c) I agree to pay all costs associated with such medical care or attention and for related transportation for My Child and I agree to indemnify and to keep Yousof Dib trading as Traditional Legacies indemnified for and in respect of any such costs incurred.
  - (d) I further authorise a Medical Centre or any hospital, its assigns, employees or agents to render any necessary or emergency medical care or attention to My Child

if considered necessary by a medical practitioner employed by a Medical Centre or any hospital.

- (e) I am aware that the practice of medicine in a surgery is not an exact science and I acknowledge that no guarantees have been made to me/My Child as to the result of treatment or examinations at a Medical Centre or at any hospital.

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