

**THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING IT. UPON SIGNING THIS FORM AND DECLARATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.**

The following terms and conditions must be read carefully:

In consideration of your application for registration as an AUSTSWIM teacher of swimming and water safety ("AUSTSWIM Teacher") being accepted you acknowledge and agree to the following terms and conditions:

- 1) **Definitions** – in these terms and conditions:
  - a) "AUSTSWIM" means and includes AUSTSWIM Limited, its subsidiaries, 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 your registration as an AUSTSWIM Teacher, but does not include a claim by any person expressly entitled to make a claim under an AUSTSWIM insurance policy.
- 2) If accepted you will be registered as an AUSTSWIM Teacher subject to you complying with the terms and conditions of registration, this declaration, AUSTSWIM policies which apply to AUSTSWIM Teachers and the AUSTSWIM Administrative Procedures (to the extent relevant). A copy of each of these documents is available upon request from AUSTSWIM.
- 3) Upon executing this contract you will be bound by it and any regulations, policies or codes which apply or relate to AUSTSWIM Teachers. You shall submit to any disciplinary measures taken against you and shall only appeal any disciplinary decision in the manner permitted under AUSTSWIM's rules and regulations.
- 4) **AUSTSWIM Teacher Code of Conduct:** You acknowledge that if your registration as an AUSTSWIM Teacher is accepted, you are required to comply with the AUSTSWIM Teacher Code of Conduct as amended from time to time. A copy of the AUSTSWIM Teacher Code of Conduct may be viewed from the AUSTSWIM website at [www.austswim.com.au](http://www.austswim.com.au), or a copy can be requested from the AUSTSWIM office. You acknowledge that if you breach the AUSTSWIM Teacher Code of Conduct disciplinary action may be taken against you which may result in your deregistration as an AUSTSWIM Teacher.
- 5) **Release & Indemnity** – In consideration of AUSTSWIM accepting your application to register as an AUSTSWIM Teacher to the extent permitted by law you:
  - a) release and forever discharge AUSTSWIM from all Claims that you may have or may have had but for this release arising from or in connection with this application and/or undertaking activities as an AUSTSWIM Teacher; and
  - b) release and indemnify AUSTSWIM 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 AUSTSWIM or in any other manner whatsoever; and
  - c) indemnify and will keep indemnified and hold harmless AUSTSWIM to the extent permitted by law in respect of any Claim by any person:
    - i) arising as a result of or in connection with your registration as an AUSTSWIM Teacher or undertaking related activities; and
    - ii) against AUSTSWIM 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 AUSTSWIM,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 AUSTSWIM.
- 6) **Insurance** - You acknowledge and agree that AUSTSWIM has arranged some limited insurance coverage for residents of Australia (and such other countries designated by AUSTSWIM) which may be acquired upon becoming registered as an AUSTSWIM Teacher (provided you hold a minimum of the Teacher of Swimming and Water Safety accreditation and, if completed, hold AUSTSWIM extension accreditation(s)) and that such coverage may provide you with some protection for loss, damage or injury that you may cause while undertaking activities as an AUSTSWIM Teacher. However, you acknowledge and agree that the insurance taken out by AUSTSWIM may not apply to all AUSTSWIM Teachers and may not provide full indemnity for loss, damage or injury that you may cause while undertaking activities as an AUSTSWIM Teacher, and that you may have to pay the excess if a Claim is made on your behalf. You further acknowledge and agree that AUSTSWIM does not provide any insurance in relation to loss, damage or injury that you suffer while undertaking activities as an AUSTSWIM Teacher. 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 AUSTSWIM's insurance arrangements and your own circumstances. For further information relating to the insurance cover available contact AUSTSWIM.

- 7) **Disclosure of Medical Conditions** – You warrant that prior to registration as an AUSTSWIM Teacher you:
- are and must continue to be medically and physically fit and able to undertake relevant activities;
  - are not a danger to yourself or to the health and safety of others;
  - are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to undertake activities as an AUSTSWIM Teacher.
- 8) 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 AUSTSWIM relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer as an AUSTSWIM Teacher.
- 9) **Working with Children:**
- You are aware that AUSTSWIM supports Working with Children legislation and that you are required to comply with relevant State & Territory laws. You agree that your AUSTSWIM licence may be refused or revoked in the absence of appropriate Working with Children requirements being met by you.
  - You declare that you have not had any disciplinary proceeding brought against you by an employer, sporting organisation or similar body, or any criminal charges, convictions or findings of guilt, for sexual offences, offences relating to children or acts of violence.
  - You declare that you are a fit and proper person to discharge the duties and responsibilities and exercise the rights and privileges associated with AUSTSWIM accreditation.
  - You undertake and agree to notify AUSTSWIM immediately upon becoming aware that your position on any of the matters referred to in this paragraph 9) has changed for whatever reason.
- 10) **Bar to Proceedings** – AUSTSWIM may plead this contract 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 AUSTSWIM, you:
- will commence those proceedings in the courts of the jurisdiction in which any incident occurs;
  - waive any right to object to the exercise of such jurisdiction;
  - will, where you seek to commence proceedings in another jurisdiction from where any incident occurs, consent (if required by AUSTSWIM) to move those proceedings to the jurisdiction in which any incident occurs including consenting to any application made by AUSTSWIM to remove the proceedings to the jurisdiction in which any incident occurs;
  - will pay the costs of any application made by AUSTSWIM under paragraph 10)c) and will consent to any application for security of costs made at any time by AUSTSWIM; and
  - consent to paying AUSTSWIM's legal defence costs of the proceedings (on a solicitor client basis) where AUSTSWIM successfully defends the proceedings.
- 11) **Governing Law** – The governing law of this agreement is the law of the state of Victoria ('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.
- 12) **Prevailing Conditions** – You acknowledge and agree that:
- swimming and the teaching of swimming (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" when undertaking activities as an AUSTSWIM Teacher over which AUSTSWIM has no control.
- 13) **Use of Image** – You acknowledge and consent to photographs, video and electronic images being taken of you when undertaking activities as an AUSTSWIM Teacher. You acknowledge and agree that such photographs, video and electronic images are owned by AUSTSWIM and AUSTSWIM may use the photographs and video for promotional or other purposes without your further consent being necessary.
- 14) **Privacy** – You understand that the personal information you have provided in this application is necessary for the conduct and management of AUSTSWIM's accreditation, reaccreditation and licensing of Teachers and that it is collected in accordance with AUSTSWIM's Privacy Policy (available from [www.austswim.com.au](http://www.austswim.com.au)). You acknowledge that AUSTSWIM may use or disclose your personal information for the purposes of conducting and administering its system of accrediting, reaccrediting and licensing AUSTSWIM Teachers or promotional material or otherwise in accordance with AUSTSWIM's Privacy Policy. AUSTSWIM may share your information with third parties such as: affiliates; companies engaged by AUSTSWIM to carry out functions and activities on AUSTSWIM's behalf including direct marketing; AUSTSWIM'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 AUSTSWIM's Privacy Policy contains

information about how you may access and request correction of your personal information held by AUSTSWIM or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by AUSTSWIM. You acknowledge that your application for registration as an AUSTSWIM Teacher may be rejected if the information is not provided. If you do not wish to receive promotional material from AUSTSWIM's sponsors and third parties you must advise AUSTSWIM in writing or via the opt-out procedures provided in the relevant communication.

a) AUSTSWIM 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 AUSTSWIM) for statistical purposes about the demographics of registered AUSTSWIM Teachers. You are not required to provide this information and if you do not do so, your registration as an AUSTSWIM Teacher will not be affected.

15) **Entire Agreement** – This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to registration as an AUSTSWIM Teacher and supersedes all other agreements, understandings and representations and negotiations with AUSTSWIM in relation to your registration. 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.

16) **Statement of Understanding** – You have read, or have had read to you the above conditions and having understood the same, you consent to registering as an AUSTSWIM Teacher and doing so on the basis set out in this agreement.

**DECLARATION**

I have read, understood, acknowledge and agree to the above including the warning, release and indemnity:

Name: .....

Signature:.....

Date: .....

\*\*\*Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I.....[insert name] of

.....[insert address] am the parent or guardian of the applicant. I authorise and consent to the applicant to register as an AUSTSWIM Teacher. In consideration of this application being accepted, I expressly agree to be responsible for the applicant's conduct and agree to accept in my capacity as parent or guardian, the terms set out in this declaration. I have read and understood this Teacher Declaration and have fully explained to the applicant its terms and effect. The applicant has read this Teacher Declaration and together with my explanation the applicant has, to the best of my belief, understood the terms and effect of the document. In addition, I agree to be bound by and to comply with the rules, regulations, policies and codes of AUSTSWIM.

