

CANDIDATES APPLICATION & DECLARATION

I have read, understood, acknowledge and agree to the declaration on this page including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application to enter the AUSTSWIM Course is successful I will be entitled to participate in the AUSTSWIM Course.

- I accept the Aquatics & Recreation Victoria (ARV) general terms and conditions, and refund policy, as listed below. This information can also be viewed on our website.

Signed: _____

Name: _____

Date: _____

Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I, _____

am the parent or guardian of the applicant.

I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out above. I consent to the applicant's entry to, and if accepted, participation in the AUSTSWIM Course.

Signed: _____

Name: _____

Date: _____

Refund, Transfer & Cancellation of AUSTSWIM Courses

Transfer of Courses

Greater than 14 days from course commencement date:

- A fee of \$25 is payable for **any** request to transfer AUSTSWIM courses or electives.
- Transfer requests **must** be in writing, with payment attached, and sent to Aquatics & Recreation Victoria (ARV) **more than two weeks prior** to the commencement date.

Less than 14 days from course commencement date:

- Transfers requested during the period less than two weeks prior to the commencement date of the course will incur a \$50 transfer fee.

If a medical certificate is provided, transfers will be arranged free of charge

Refund and Cancellation Policy

- Cancellation of an enrolment **more than two weeks** prior to a course commencement date will incur a \$50 administration fee
- Cancellation of an enrolment **less than two weeks** prior to the course commencement date of a course will incur a 20% administration fee.
- Non-attendance at a course, except for medical reasons, will result in the forfeit of the full enrolment fee.

Cancellations for Medical Reasons

- If a cancellation is made for medical reasons, **prior to the commencement date** of the course, a transfer to another course will be provided free of charge.
- If a cancellation is made for medical reasons, **after the commencement date** of the course, a 20% administration fee will be charged.
- To receive a refund due to illness / injury a medical certificate **must** be attached.

Requesting a Refund

Refund requests are to be sent to Aquatics & Recreation Victoria, and **must** include the following:

- Letter of explanation
- Receipt of payment
- Stamped self-addressed envelope

Refund requests must be received by Aquatics & Recreation Victoria **no later than 14 days** following the course commencement date.

Transfer or administration fees will not be charged where the course has been cancelled or postponed by Aquatics & Recreation Victoria.

Exam Changes and Re-Sits (not applicable to online exams)

Any transfer of exam date will incur a \$25 fee. Any exam re-sit will also incur a \$25 fee.

An **oral exam** incurs an extra charge of \$50 in addition to the standard course fee. This fee also applies to re-sitting a failed oral exam.

AUSTSWIM Course Terms & Conditions

In consideration of my application for entry to the AUSTSWIM Course being accepted I acknowledge and agree that:

- "AUSTSWIM"** for the purposes of this application and declaration means and includes AUSTSWIM Limited, its members (including the Branches) and where the context so permits, their respective directors, officers, members, servants or agents.
- If accepted I will be permitted** to participate in the AUSTSWIM Course subject to my complying with the terms and conditions of the AUSTSWIM Course, this declaration, the AUSTSWIM Administrative Procedures (to the extent relevant) and any reasonable direction issued by the AUSTSWIM Course organisers or their representatives. A copy of the relevant AUSTSWIM Administrative Procedures is available upon request from AUSTSWIM.
- This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by AUSTSWIM.
- Insurance** is in place that provides limited cover to me whilst I am participating in the AUSTSWIM Course. *(For insurance details contact AUSTSWIM National)* I understand that this insurance may not cover me for all injury, loss or damage sustained by me and I can, in my own interests, seek and obtain personal insurances over and above the cover provided by AUSTSWIM.
- This declaration** comprises a contract between me and AUSTSWIM. It is necessary and reasonable for promoting and conducting the AUSTSWIM Course.
- Warning:** Participation in the AUSTSWIM Course can be inherently dangerous. Serious accidents may happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in the AUSTSWIM Course.
- Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my entry in the AUSTSWIM Course (if accepted) that AUSTSWIM is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the AUSTSWIM Course. I acknowledge that the services and benefits I receive in relation to the AUSTSWIM Course are "recreational services" as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of AUSTSWIM flowing from them, are expressly excluded, restricted or modified by these AUSTSWIM Course terms and conditions.
- Release and Indemnity:** In consideration of AUSTSWIM accepting my application for entry to the AUSTSWIM Course I:
 - release and forever discharge AUSTSWIM from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the AUSTSWIM Course; and
 - indemnify and hold harmless AUSTSWIM to the extent permitted by law in respect of any Claim by any person including but not only another participant in the AUSTSWIM Course arising as a result of or in connection with my participation in the AUSTSWIM Course.In this **clause 8 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising **but does not include** a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant AUSTSWIM insurance policy.
- Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the AUSTSWIM Course. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify AUSTSWIM in writing of any change to my fitness and ability to participate. I understand and accept that AUSTSWIM will continue to rely upon this declaration as evidence of my fitness and ability to participate.
- Medical Treatment:** I consent to receiving any medical treatment that the AUSTSWIM Course organisers or their authorised representatives consider necessary or desirable during or after the AUSTSWIM Course. I also agree to reimburse AUSTSWIM for any costs or expenses incurred in providing me with medical treatment.
- Privacy:** I understand that the information I have provided overleaf is necessary for the conduct of the AUSTSWIM Course and for the objects of AUSTSWIM. I acknowledge and agree that the information will only be used by AUSTSWIM to facilitate the conduct of the AUSTSWIM Course and other courses conducted by AUSTSWIM, provided to third parties in relation to my prospective employment as a teacher of swimming and water safety and/or to provide me with promotional material from AUSTSWIM sponsors and third parties. I understand that I will be able to access my information through AUSTSWIM. If the information is not provided my application may be rejected. I acknowledge that if I do not wish to receive promotional material from AUSTSWIM sponsors and third parties I must advise AUSTSWIM in writing.
- Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in the AUSTSWIM Course. I acknowledge that the photographs are owned by AUSTSWIM and that AUSTSWIM may use the photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the AUSTSWIM Course organisers using my name, image, likeness and also my performance in the AUSTSWIM Course, at any time, to promote the AUSTSWIM Course by any form of media.
- I have provided the information required overleaf and signed this form.** I warrant that all information provided is true and correct.

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