



Online Training Forms

Fill and return to ryan@airsportsacademy.com

Name:

Sport:

Club:

Email Address:

Details:

We will be providing online training to non-professional athletes, registered with a sports club anywhere in the world except for the USA or Canada.

Athletes across the world cannot access their normal training environment right now and they are falling behind. You don't need to be one of them! Minimise your losses, make gains in new areas, and be prepared so that you can hit the ground running when you return to training. *Or join in just to keep fit and keep sane during isolation*

You will need minimal equipment, just some space and maybe some household objects like a kitchen chair. A resistance band is not essential but can be utilised to advance the workouts.

By filling these forms out, you agree to be added to our email list. We will make contact via email with programs, online video meeting links and other enquiries.

All athletes will need to sign the waiver below to participate

WAIVER

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE SIGNING. BY SIGNING THIS WAIVER, YOU ARE DEEMED TO HAVE ACCEPTED AND UNDERSTOOD AS BINDING ON YOU ITS TERMS AND CONDITIONS AND ANY ACCOMPANYING RISKS, OBLIGATIONS AND RESPONSIBILITIES. UPON AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

Risk Warning

1. Your participation in any physical activity while following the strength and conditioning program supplied by your Strength and Conditioning Coach (**Coach**) including but not limited to undertaking strength and conditioning exercises at home and using any equipment (provided by your Coach or otherwise) (**Physical Activity**) is dangerous. You acknowledge that you are exposed to certain risks during any participation in Physical Activity, including but not limited to physical injury, death or property damage, and that accidents can and often do happen. Prior to undertaking any Physical Activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By signing this Waiver (**Waiver**), you acknowledge, agree, and understand that participation in the Physical Activity may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation, including the Civil Liability Act 2002 (NSW), Civil Liability Act 2002 (WA) and Civil Liability Act 2002 (Tas).

Waiver

2. A supplier of recreational services or recreational activities may ask you to agree that the statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). If you sign this Waiver, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the recreational services or recreational activities) to sue the supplier in relation to recreational services or recreational activities that you undertake because the recreational services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below, including in particular, paragraph 3 and Schedule 1 of this Waiver.

3. **For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:** By signing this Waiver, you agree that the liability of your Coach in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community; or
 - ii. that may result in harm or disadvantage to you or the community,

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Release and Indemnity

4. You, to the extent permitted by law:
- a. release and forever discharge your Coach from all action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Physical Activity (**Claims**) that you may have or may have had but for this release arising from or in connection with your participation in the Physical Activity;
 - b. release and indemnify your Coach 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 your Coach or in any other manner whatsoever; and
 - c. indemnify and will keep indemnified and hold harmless your Coach to the extent permitted by law in respect of any Claim by any person:
 - i. arising as a result of or in connection with you undertaking the Physical Activity; and
 - ii. against your Coach in respect of any injury, loss or damage arising out of or in connection with your failure to comply with your Coach's rules or directions,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 your Coach.

Warranties

5. You warrant that prior to undertaking any Physical Activity you:
- a. are and must continue to be medically and physically fit and able to undertake and participate in the Physical Activity;
 - b. are not a danger to yourself or to the health and safety of others;
 - c. have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
 - d. are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in the Physical Activity.
6. 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 your Coach relies on information provided by you and that all such information is accurate.

Questions

7. If you require clarification or assistance regarding the contents of this Waiver or how to safely undertake the Physical Activity, please contact your Coach prior to undertaking any Physical Activity.

SCHEDULE 1

For recreational services or activities provided in Victoria:

For recreational services to which the Australian Consumer Law (Victoria) applies:

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, your Coach, is required to ensure that the recreational services supplied to you:

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- c. 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 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this Waiver, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair



Trading Act 2012 (Vic) if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this Waiver.

Note: The change to your rights, as set out in this Waiver, 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this Waiver, you agree that the liability of your Coach for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012 (Vic)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided in NSW or WA:

For recreational services or recreational activities to which the Australian Consumer Law (New South Wales) and Australian Consumer Law (Western Australia) applies:

By agreeing to these terms and conditions, you agree that the liability of your Coach in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW) or Civil Liability Act 2002 (WA), as applicable) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in the ACT, Queensland or Tasmania:

For recreational services to which the Australian Consumer Law (Australian Capital Territory), Australian Consumer Law (Queensland) or Australian Consumer Law (Tasmania) applies:

By signing this Waiver, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of your Coach flowing from them, are expressly excluded to the extent possible by law, by this Waiver. To the extent of any liability arising, the liability of your Coach will, at the discretion of your Coach, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

For recreational services or activities provided in South Australia:

For recreational services to which the Australian Consumer Law (South Australia) applies:

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is:

- a. statutory guarantee that those services will be rendered with due care and skill; and
- b. statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you agree to the terms and conditions of this Waiver, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important: You do not have to agree to exclude, restrict or modify your rights by signing this Waiver. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this Waiver. Even if you sign this Waiver, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: You agree that the liability of your Coach for any personal injury that may result from the supply of the recreational services that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) is excluded.

Definitions:

- a. Recreational services are services that consist of participation in sporting activity or similar leisure-time pursuit; or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- b. Personal injury is bodily injury and includes mental and nervous shock and death.

For recreational services or activities provided in the Northern Territory:

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By assigning this Waiver, you agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to you, and your Coach incurs no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By signing this Waiver you acknowledge that you have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

Signature and DECLARATION

I have read, understood, acknowledge and agree to the terms and conditions of this Waiver:

Signature	Print Full Name	Date