



RELEASE & DISCLAIMER

To: Habonim Dror Australia Limited ABN 91 603 228 380
Habonim Dror Inc. ABN 68 887 973 280 (each, jointly and severally, the "Movement")

We the undersigned Participant and parents/guardian of the Participant (if the Participant is under 18):

1. **permit** the Participant to participate in any activity of the Movement whatsoever, whether organised or run by the Movement on its own or with or as a part of any other organisation or organisations ("**Activities**");
2. **acknowledge** the existence of inherent risks in the Activities, including to the extent that the Participant has any medical, physical or other condition, and the risks of the Activities arise as a result of those conditions, which we acknowledge were disclosed in their entirety to the Movement, and confirm that we are voluntarily taking on and assuming those risks;
3. **release and forever discharge**, to the extent permitted by law, the Movement's officers, directors, members, volunteers, employees, representatives, agents, Shlichim (including their families), executive members and counsellors (each a "**Released Party**") from any and all causes of action, suits, proceedings, claims, demands and liabilities in any way directly or indirectly arising out of or in connection with the Participant's participation in or expulsion from the Activities (including those arising out of death, injury, loss of or damage to property or involving financial or any consequential loss), whether or not arising out of or by reason of the negligence, action or inaction or otherwise of any Released Party ("**Claims**"), together with any costs fees and expenses (including legal fees) that may be incurred as a result of any such Claim;
4. **release and forever discharge**, to the extent permitted by law, the Released Party from any and all Claims in connection with the conduct of any aid or carer that accompanies the Participant or is designated to supervise the Participant in the Activities (if applicable) (including whether that aid is a member of the Movement or not) (the **Aid**), together with any costs fees and expenses (including legal fees) that may be incurred as a result of any such Claim;
5. **agree** to abide by all the rules, regulations, and instructions given by or on behalf of the Movement from time to time, governing the Activities ("**Rules**");
6. **indemnify** each Released Party from and against any Claims suffered or incurred or brought or made against the Released Party:
 - a. by the Participant;
 - b. by any other person as a result of the Participant's action and/or failure to comply with the Rules; or
 - c. in connection with the conduct of the Aid,together with any costs, fees and expenses (including legal fees on an indemnity basis) that may be incurred as a result of any such Claim;
7. **agree** that if the Movement incurs additional costs or expenses in relation to the Participant as a result of his or her medical, physical or other conditions, to the extent that the Participant's National Disability Insurance Scheme plan (if applicable) (the **Plan**) covers those expenses, we agree to undertake all reasonable endeavours to procure that the Movement shall be indemnified in relation to those expenses by the Plan;
8. **agree** in the event of any injury or illness to the Participant that, whether that injury or illness relates to any medical, physical or other condition of the Participant, which we disclosed to the Movement, we authorise the Released Party to apply or arrange first aid or other medical assistance and to arrange examination by a suitable registered medical professional and, if contact with us is impracticable or impossible, to arrange whatever medical treatment that

such medical professional considers necessary at that time. We will pay all medical expenses incurred on behalf of the Participant;

9. **agree** that if the Participant breaches or does not abide by any of the Rules, the Participant can be asked to leave such Activity, which they will immediately do, and we agree to reimburse and indemnify the Movement and each Released Party for all loss and damage arising from any such breach or failure to abide;
10. **agree** that if the Participant is asked to leave an Activity, to pick up the Participant from the Activity. If we are unable to do so, we authorise the Movement to send the Participant home by any means of transport we determine without the accompaniment of a representative of the Movement. We agree to indemnify the Movement for any transport costs incurred.
11. **agree** that in the event we are unable to be contacted, we authorise the Movement to contact the Alternative Contact, and authorise the Alternative Contact to make decisions on the Participant's behalf;
12. **consent** to any photographs or videos of the Participant being taken during the course of the Activities for marketing and/or publicity purposes by the Movement;
13. **permit** any appropriate photograph(s) of the Participant to be taken during the Activities and be displayed on any official medium of the Movement unless the Participant or the Participant's parents/guardian request not to display or to remove any such photograph(s);
14. **permit** the Participant to be transported in a motor vehicle by a Released Party who has his or her current full driver's licence or probationary P2 licence or equivalent, from time to time, during Activities and to and from Activities;
15. **acknowledge** that the Movement and each Released Party are not responsible in any way for the Participant prior to the Participant entering the custody and care of the Movement and/or their arrival to, and after their departure from, the location of the Activities
16. **acknowledge** that we voluntarily entered into this Release and Disclaimer and have read and understood all of its terms and agree to be bound by all such terms; and
17. **acknowledge** that personal information of the Participant will be collected and used in accordance with AZYC's Privacy Policy, which is available to view on the AZYC website: www.azyc.com.au
18. **agree** that despite anything contained in AZYC's Privacy Policy, in the event the Participant is affected by any medical condition (including a psychiatric or psychological condition), the Movement has the right to request such existing or further medical information from the Participant or the Participant's parents as deemed necessary.
19. **agree** that this Release and Disclaimer will be binding on us and our executors, administrators, heirs, next of kin, successors and assigns.

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This Release and Disclaimer is provided for the benefit of each Released Party and an indemnity provided for the benefit of the Movement and each Released Party.

JURISDICTION-SPECIFIC RELEASES

VICTORIA

To the extent that this Release and Disclaimer applies to Victorian law, the following warning must be provided:

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**.

NEW SOUTH WALES

To the extent that this Release and Disclaimer applies to New South Wales law the following terms are also included:

We the undersigned Participant and parents/guardian of the Participant (if the Participant is under 18):

1. **acknowledge and agree**, to the full extent permitted by law, to exclude the operation of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (New South Wales) as permitted by section 88A of the Fair Trading Act 1987 (NSW); and

SOUTH AUSTRALIA

To the extent that this Release and Disclaimer applies to South Australian law, the following warning must be provided:

Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

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

- a 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
- 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, 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 sign this form, 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 form.

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 form.

Even if you sign this form, 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

By signing this form, I agree that the liability of each Released Party for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

1. Recreational services are services that consist of participation in—
 - a 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.
2. Personal injury is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.ocba.sa.gov.au

GENERAL INTERPRETATION

1. Governing law and jurisdiction

- 1.1. Except to the extent that a Released Party seeks to rely upon a State-specific Release and unless a Court finds that this term is void or otherwise unenforceable, this document is governed by and construed in accordance with the laws in force in the State of New South Wales.
- 1.2. Unless a Court finds that this term is void or otherwise unenforceable, each party submits to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts; and waives any right it might have to object to an action being brought in those courts including on the basis that those courts are an inconvenient forum.

2. Severability

If part or all of any provision of this document is illegal, invalid, void or unenforceable in any jurisdiction, it is to be treated as severed from this document in that jurisdiction and will not affect the continued operation of that provision or that part of the provision in another jurisdiction or of the remaining provisions of this document in any jurisdiction.

Participant: _____ (print name)

Signature of Participant: _____ Date ____/____/____

Parent/Guardian: _____ (print name)

Signature of Parent/Guardian: _____ Date: ____/____/____

Alternative Contact: _____ (print name)

Relationship to Participant: _____

Contact number: _____