

Jump Rope for Heart – Parent / Legal Guardian Terms & Conditions

In these terms and conditions the following words have the corresponding meanings (the Definitions):

Heart Foundation means the National Heart Foundation of Australia (ABN 98 008 419 761);

Heart Foundation Associates means all individuals or corporations associated or affiliated directly or indirectly with the Heart Foundation; and

Jump Rope for Heart and the **Program** mean the Heart Foundation's nationwide program for schools, promoting enjoyable physical activity (skipping) and fundraising to support life-saving heart disease research.

Terms and Conditions

1. Acknowledgement and Capacity:

- I confirm that I have read and understood these Terms and Conditions before submitting my child's application for participation in the Program.
- Any dispute arising under or in relation to these Terms and Conditions will be subject to the laws and courts of the State or Territory where my child participates.

2. Eligibility and Responsibility:

- I affirm that I am over the age of 18, of full legal capacity, and legally entitled to register my child for the Program.
- I accept full responsibility, including all risk and liability, arising from or related to my child's participation in the Program.

3. Compliance and Health Disclosure:

- I agree that my child must comply with all Program-related directions from School staff or Heart Foundation representatives, including safety briefings. I understand that the Program's activities include physical activity which may range from quite gentle to very vigorous.
- I warrant that my child is fit for participation, with no conditions impacting their ability to safely engage in the Program. Any changes will be promptly communicated to the school.
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- I warrant that I have disclosed any pre-existing conditions or considerations to my child's school.

Important Notice

4. Consumer Guarantees and Exclusion of Liability:

- Under Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the Heart Foundation is required to ensure that the Program is delivered with due care and

skill, is reasonably fit for any purpose that 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.

- By allowing your child to participate in the Program, you acknowledge statutory guarantees under the Australian Consumer Law and agree that your rights to sue the Heart Foundation and their Associates, under the Civil Liability Act in the State or Territory in which you undertake the Program or any other law, are excluded, restricted or modified as set out in these Terms and Conditions, including in the event of injury to or the death of your child because the services supplied were not in accordance with these guarantees,.

Risk and Liability

5. Declaration and Indemnity:

- I, as the parent/legal guardian, accept sole responsibility for all risks and liabilities associated with my child's participation in the Program, including the risk of injury or loss of life.
- To the fullest extent applicable under law, I hereby release the Heart Foundation and Heart Foundation Associates from all claims, liability, demands, actions, and proceedings arising from, or in relation to, any loss, damage, expense or personal injury that I suffer, or which may be sustained or suffered by my child, as a result of or in connection with:
 - my child's participation in the Program; and
 - any negligent acts and omissions or failures of the Heart Foundation or Heart Foundation Associates related to the Program.
- I indemnify the Heart Foundation and Heart Foundation Associates) against all losses, losses, and costs incurred due to my child's participation, including legal costs on an indemnity basis or other costs in connection with any claim, liability, demand, action, proceeding, arbitration, dispute resolution, or other proceeding (including mediation, compromise, informal or formal settlement, or appeal)

Information Accuracy and Program Participation:

- I warrant providing true and correct information to the Heart Foundation and my child's school, (including any allergies, existing conditions, and emergency contacts) and will promptly notify them about any changes.
- The Heart Foundation reserves the right to cancel, exclude or reject my child from the Program at its discretion and at any time without notice or explanation to me.

6. Terms Updates and Consent Withdrawal:

- I acknowledge the Heart Foundation's right to amend and update these terms and conditions at any time and understand the Heart Foundation will post updates at www.jumprope.org.au.
- If I do not agree to these terms and conditions, I must immediately withdraw my child from the Program.

Medical Clearance and Consent

7. Participation Consent and Acknowledgement

- I consent to my child participating in the Program, with full understanding of the associated risks.
- I acknowledge the inherent risks in sports and physical activities and authorise my child's school to arrange medical assistance if required, assuming responsibility for all associated costs and expenses.
- My child will not participate in the case of infectious or communicable disease, adhering to the Department of Health guidelines and any applicable restrictions.

Safety Rules and Regulations

8. Behaviour and Safety Compliance:

- I understand that my child must maintain satisfactory behaviour for the safe conduct of the Program.
- In the event of safety concerns, my child may be asked to stop participating until further notice, with school staff contacting me to discuss.

Acceptance of Terms and Conditions

By submitting this form, I confirm that I have read, understood, and agree to these terms and conditions.