



CLIENT FORM	
Company, “us, we, our”	Daniel Bruce Whittle ABN 21 787 099 178 operating under the business name “Skate Now”
Client, “you, your”	[insert Client’s full legal name]
Lesson Times	[Insert lesson schedule e.g. [insert date], or [6 Lessons, weekly on Mondays 4:15pm – 5:45pm commencing on [insert]]]
Lesson Location	[insert address]
Class Size	[insert number of Participants]
Fee	Total: \$[insert] Deposit: \$[insert] (due on acceptance) [or remove if upfront payment] Balance: \$[insert] (due on [insert]) [or remove if upfront payment] Payment method: [insert]

By signing below, the Client agrees to the terms and conditions of this Client Form and Client Terms which are attached and incorporated into this Client Form.

Signed for and on behalf of the Client by a duly Authorised Person:	
Signature _____	Full name _____
Position _____	Date _____



CLIENT TERMS

These Client Terms, together with any Client Form (defined in clause 1) set out the agreement under the terms of which Daniel Bruce Whittle ABN 21 787 099 178 operating under the business name “Skate Now” (**Skate Now, us, we, or our**) provides the Lessons (defined in clause 2.1(a)) to the company or organisation engaging Skate Now (**you**).

1 GENERAL

- (a) This agreement will apply to all of your dealings with Skate Now, including being incorporated in all proposals, fee agreements, quotes or orders under which Skate Now is to provide services to you (each a “**Client Form**”).
- (b) You will be taken to have accepted this agreement if you accept a Client Form, or if you order, accept or pay for any services provided by Skate Now after receiving or becoming aware of these Client Terms.
- (c) By agreeing to this agreement, you also agree that you will ensure that every person who will take part in any services, including any of your employees, contractors or other personnel (**Participants**):
 - (i) agrees to and will comply with this agreement; and
 - (ii) signs a waiver in the form set in Schedule 1, and you provide the signed waiver to us before the start of a Lesson,or, if a Participant is under the age of 18, you will ensure their parent or legal guardian completes the above.
- (d) **Essential protective gear, including helmets, must be worn by all Participants for the duration of the Lesson.**

2 LESSONS

2.1 GENERAL

- (a) In consideration for the payment of the fees set out in the Client Form (**Fees**), Skate Now will provide you with services including (at our discretion) skateboarding, sports, fitness, physical activities and related activities (**Lessons**).
- (b) Unless otherwise agreed, we may, in our discretion:
 - (i) not perform the Lessons until you have paid any Fees or deposit payable in respect of such Lessons; and
 - (ii) withhold performance of the Lessons until you have paid an invoice in respect of such Lessons.
- (c) Lessons will take place at the times (**Lesson Time**) and location (**Lesson Location**) specified in the Client Form.
- (d) Please ensure that all communication in relation to Lessons occurs by way of email using your organisation email account (not personal email).
- (e) The timing of activities and type of activities generally that occur during Lessons is at our discretion, including the start time and breaks. If multiple groups of Participants are taking part in a Lesson, we reserve the right to commence the Lesson in respect of a particular group of Participants even if all Participants have not arrived yet.

2.2 REQUIRED DOCUMENTATION

You acknowledge and agree that we have provided you with the following documents prepared by Skate Now, and understand and will comply with any instructions set out such documents:

- (a) Program Risk Management Plan;
- (b) Child Protection Policy;
- (c) Incident & Illness Record; and
- (d) COVID -19 Safety Policy.

2.3 LESSON REQUIREMENTS

- (a) **(Waiver)** All Participants (including staff & teachers), or the Participants' parent or legal guardian (if under the age of 18) must sign a waiver before taking part in the Lessons and once signed, the waiver will be incorporated into and form part of this agreement. It is your responsibility to provide to us a signed waiver for all Participants that attend a Lesson, and acknowledge that receipt by us of a signed waiver is a precondition to us providing Lessons to each Participant.
- (b) **(Protective Gear)** We offer complementary hire of protective gear for a Lesson. Essential protective gear, including helmets and wrist guards, must be worn by all Participants for the duration of the Lesson. Optional protective gear, including knee and elbow protection, is strongly recommended for the duration of the Lesson.
- (c) **(Footwear)** The Participant must wear suitable, enclosed, sports footwear to attend a Lesson. We highly recommend wearing footwear that has a flat sole or footwear that is designed to be worn for skateboarding. We reserve the right to decide that a Participant cannot take part in a Lesson if we determine that the Participant's footwear is unsuitable to part take in the Lesson, and you will not be entitled to a refund or rescheduling of the Lesson.
- (d) **(Behaviour)** You must ensure that Participants take part in the Lessons in a safe, respectful manner, in accordance with any behavioural policies we have in place from time to time, and in accordance with any instructions provided by the Lesson instructor.
- (e) **(Non-compliance)** We reserve the right to decide that a Participant cannot take part in a Lesson if the Participant fails to comply with any of this clause 2, including where the Participant is disruptive to other Participants or the Lesson instructor or is disrespectful to Skate Now staff.

2.4 OBSTACLES

- (a) As part of the Services, we may place portable obstacles at the Lesson Location, such as ramps and rails (**Obstacles**).
- (b) The positioning of the Obstacles is at our discretion. You or any Participant must not move or place any Obstacles without our permission.
- (c) We do not guarantee that any particular Obstacles or any Obstacles at all will be used as part of the Services, or we may use fixed Obstacles during the Services (such as fixed skate ramps, if the Lesson Location is a skate park).

2.5 PARTICIPANTS

- (a) We are not responsible for individuals who are not Participants of a particular Lesson. It is your responsibility to ensure that individuals who are not Participants:
 - (i) do not use Skate Now's equipment, including Obstacles and skateboards; and
 - (ii) do not attempt any of the activities being performed in a Lesson in the vicinity of the Lesson Location.
- (b) The number of Participants must not exceed the number (**Class Size**) set out in a Client Form. If this occurs, we may be required to cancel the Lesson and treat the cancellation as a cancellation by you in accordance with clause 4.1.

- (c) We reserve the right to determine if a Participant has the relevant skill level to complete certain parts of the Services, including if using certain Obstacles is appropriate for that particular Participant.
- (d) If a Participant brings their own equipment (such as skateboards, safety gear), we reserve the right to determine that their equipment is unsafe and not suitable for use during the Services. We are not liable for any loss or damage suffered as a result of Participants using their own equipment during the Services.
- (e) Please ensure that a Participant does not attend the Lesson if a Participant displaying COVID-19 symptoms or awaiting a COVID-19 test result.

2.6 INSTRUCTORS

- (a) All Skate Now instructors have a valid Working With Children Check in New South Wales.
- (b) We do not allow any individuals, other than Skate Now instructors, to teach Lessons (including your staff, contractors, agents, Participants' parents, or other third parties) or move Obstacles.

2.7 GIVEAWAYS

We may, from time to time, provide giveaways of equipment from Skate Now sponsors (**Giveaway Equipment**). The Giveaway Equipment is subject to the terms and conditions of the relevant manufacturer or sponsor of the Giveaway Equipment, and the Giveaway Equipment will only have the benefit of any warranty given by the manufacturer.

3 YOUR OBLIGATIONS

3.1 PROVIDE INFORMATION AND LIAISON

- (a) You must provide us with all documentation, information and assistance reasonably required for us to perform the Services.
- (b) You warrant that any information you give to us will always be accurate, honest, correct and up-to-date.
- (c) You agree to liaise with us as we reasonably request for the purpose of enabling us to provide the Services.

3.2 LESSON LOCATIONS

- (a) It is your responsibility to ensure the Lesson Location is suitable for the performance of the Services. This includes a Lesson Location:
 - (i) with a flat, smooth terrain with grip (i.e. slippery floorboards are unsuitable);
 - (ii) free of debris and other obstacles on the ground, such as leaves and rocks;
 - (iii) without hazard of falling trees;
 - (iv) with a shaded area for rest breaks;
 - (v) free of obstacles; and
 - (vi) otherwise not in use for other purposes.
- (b) It is your responsibility to ensure that any authorisations or approvals required to perform the Services in the Lesson Location have been obtained. You agree to indemnify us for any loss suffered as a result of your failure to obtain the required authorisations or approvals in this regard.
- (c) You must ensure that we have safe and clear access to the Lesson Location before and for the entire duration of the Lesson. Due to the nature of the equipment required to perform the Lessons, we require vehicle access to the Lesson Location. It is your responsibility to ensure that damage is not caused to any Skate Now vehicles during a Lesson.

3.3 LAWS

It is your responsibility to comply with any applicable laws or regulations associated with receiving the Lessons.

3.4 INSURANCE

You must have a current and relevant insurance plan that covers the receipt of the Lessons by any Participants and any damage or injury that could occur to the Participants in connection with the Lessons.

4 CANCELLATIONS

4.1 CANCELLATIONS BY YOU

- (a) Please let us know as soon as possible in advance of the Lesson Time if a cancellation is required.
- (b) If a Deposit is set out in the Client Form, the Deposit is non-refundable (to the extent permitted by law) unless you are unable to proceed with the Lesson as a result of any decision of a government authority in relation to COVID-19, in which case we will hold the Deposit on credit for a future Lesson booking.
- (c) If no Deposit is set out in the Client Form and you notify us that you would like to cancel or reschedule a Lesson:
 - (i) at least 48 hours before the Lesson is to occur, we will reschedule the Lesson; or
 - (ii) less than 48 hours before the Lesson is to occur, we will not reschedule the Lesson and will not offer a refund for that Lesson (to the extent permitted by law).
- (d) We do not offer a reduction in the total Fees payable or the option to reschedule the Lesson if a Participant or multiple Participants are unable to attend a particular Lesson.

4.2 UNSUITABLE WEATHER POLICY

- (a) In the event of unsuitable weather condition such as rain, smoke, or extreme heat, we may (at our discretion):
 - (i) if an undercover area is available, run alternative services during the Lesson such as “skate theory”, “skate art” or indoor games;
 - (ii) offer to reschedule the particular Lesson at no additional cost to you; or
 - (iii) charge a cost to reschedule the Lesson.
- (b) We will determine which of the above scenarios is appropriate in the circumstances with regard to the availability of indoor space and the cost involved in setting up and/or running the particular Lesson.
- (c) Cancellation due to unsuitable weather conditions is at our discretion.

4.3 CANCELLATION BY US

- (a) We may need to cancel and reschedule a Lesson at any time, including as a result of any decision of a government authority in relation to COVID-19 or any threat of COVID-19 beyond our reasonable control.
- (b) We will notify you as soon as possible if we need to cancel a booked Lesson and offer to reschedule the Lesson at an alternative date and time.

5 DISCLAIMERS

- (a) **(No results guaranteed)** While we endeavour to assist Participants to improve their skateboarding skills overtime, results depend on a range of factors and we do not guarantee any particular improvement or results in taking part in the Lessons.

- (b) **(Information)** All information provided by us, including information that is provided by us as part of the Lessons, or provided by us personnel via our website, via email or over the phone is of general nature. No information provided by us is intended to be professional, health or medical advice of any kind and it should not be relied on as such.
- (c) **(Risk)** You and each Participant understand and acknowledge that participating in the Lessons may expose the Participant to risk, including accidents, injury or even death. You and each Participant assume all risk associated with participating in the Lessons, including but not limited to injury and physical risks inherent in physical activities. You and each Participant understand that we are not liable for any loss or damage suffered.
- (d) **(Your circumstances)** Because the Lessons may be strenuous and subject Participants to risk of injury, we urge you to consider if the Lessons are right for each Participant with regard to their specific circumstances, including any health conditions and physical fitness. You agree that when each Participant participates in the Lesson, they participate entirely at their and your own risk.

6 INCIDENTS

- (a) If a Participant suffers any injury during the Services, you must immediately notify us and follow any instructions provided by Skate Now or in any documentation provided to the Client by Skate Now. You must provide any assistance as required by us to complete Skate Now's Incident & Illness Record Form (including completing the Incident & Illness Record if requested and arranging for the Participant's parent or legal guardian to sign the Incident & Illness Record Form).
- (b) Skate Now's liability for any injuries to you or a Participant during the Services is limited by the provisions of this agreement, including clause 12, and the Client and any Participant acknowledge that they undertake the Services at their own risk.

7 PAYMENT

7.1 FEES

You must pay to us fees in the amounts, using the payment method and at the times set out in the Client Form or as otherwise agreed in writing.

7.2 DEPOSIT

- (a) If the Client Form sets out a deposit amount (**Deposit**), payment of the Deposit is required to secure your booking.
- (b) To the extent permitted by law, the Deposit is non-refundable.

7.3 INVOICES

Unless otherwise agreed in the Client Form:

- (a) If we issue an invoice to you, payment must be made by the time(s) specified in such invoice; and
- (b) in all other circumstances, you must pay for all services within 2 weeks of receiving an invoice for amounts payable.

7.4 EXPENSES

Unless otherwise agreed in writing, any third party costs incurred by Skate Now in the course of performing the Lessons may be billed to you, unless specifically otherwise provided for in the Client Form.

7.5 GST

Unless otherwise indicated, amounts stated in a Client Form do not include GST. In relation to any GST payable for a taxable supply by Skate Now, the Client must pay the GST subject to Skate Now providing a tax invoice.

7.6 CARD SURCHARGES

We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

7.7 LATE PAYMENT

If you do not pay us the amounts due and payable under an invoice on or before its due date, without limiting any of our other rights under this agreement, you must pay us interest at the rate of 12% per annum on each amount outstanding, from the due date for payment to the date on which the payment is received by us.

7.8 ACTIVE KIDS

- (a) Service NSW Active Kids program vouchers (**Active Kids Voucher**) may be used for Lessons that span 8 weeks or more. The Active Kids Voucher amount will be applied to the Fees payable toward the Lesson for that Participant, and you will be required to pay the balance of the Fees.
- (b) The Active Kids Voucher is subject to the Active Kids Program's terms and conditions, which are accessible here: <https://www.sport.nsw.gov.au/active-kids-recipient-TandC>.
- (c) We will request details of your Active Kids Voucher to redeem it, including the Participant's full name and date of birth. Please ensure that the name of the Participant is the person named on the Active Kids Voucher.
- (d) The Active Kids Voucher must be claimed at the time of booking a Lesson, and may not be able to be retrospectively applied once your booking has been submitted with us.
- (e) The Active Kids Voucher is not redeemable for cash.

8 CHANGES

- (a) You must pay additional service fees for changes to Services requested by you which are outside the scope set out in the relevant Client Form (**Changes**).
- (b) Unless otherwise agreed in writing, Skate Now may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.

9 PHOTOGRAPHY & PERMISSION

- (a) We may photograph or record any part of the Lessons, including photography and recording footage featuring the Participant (**Media**).
- (b) You (as well as all Participants, if agreed in the waiver signed by all Participants set out in Schedule 1) consent for the Media to be used by or on behalf of us for publication on our website, in our marketing and promotional material, and on any other website or in any media we may select for publication.
- (c) You assign (including as a present assignment of future copyright) and transfer to us all right, title and interest (including intellectual property rights) in and to the Media, free from any encumbrances or other security interests, including all rights, claims, demands, causes of action, rights of action past, present or future arising out of, or in relation to, the Media.
- (d) You release us from, and indemnify us against, all claims, actions, demands and liabilities in relation to the creation of Media, which you or the Participant may have against us.

10 INTELLECTUAL PROPERTY

- (a) Skate Now retains all intellectual property rights in the design of any materials provided during or in connection with the Lessons (**Materials**) or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Materials.
- (b) In this clause, "**intellectual property rights**" means all copyright, trade mark, design, patent, trade, business, company and domain names, confidential and other proprietary

rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

11 THIRD PARTY SUPPLIERS

- (a) We may do any of the following:
 - (i) outsource any part of performing any services related to providing the Lessons; or
 - (ii) procure products and services from third party suppliers, without further notice to or permission from you.
- (b) You agree to any Third Party Terms applicable to any goods and services supplied by a third party that you acquires as part of the Services and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

12 LIABILITY

- (a) To the maximum extent permitted by applicable law, Skate Now limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Lessons, this website, these terms or services provided by Skate Now, is limited to the total Fees paid to Skate Now by you in the 3 months preceding the first event giving rise to the relevant liability.
- (b) All other express or implied representations and warranties in relation to Lessons and the associated services performed by Skate Now are, to the maximum extent permitted by applicable law, excluded.
- (c) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (d) (**Indemnity**) You indemnify Skate Now and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these terms; or
 - (ii) use of any goods or services provided by Skate Now.
- (e) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Skate Now be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Lessons or services provided by Skate Now (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

13 DISPUTE RESOLUTION

A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

14 GENERAL

14.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

14.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

14.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

14.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

14.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

14.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

14.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

14.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (d) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (f) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (g) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (h) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and

- (i) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

15 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in Sydney, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

Participant	Parent/Guardian
Full name:	Full name:
DOB:	Address:
	Email address:

Agreement and waiver

Media consent provided? Yes / No

1 DEFINITIONS

For the purposes of this agreement:

- (a) **“Activities”** means skateboarding, sports, fitness, physical activities and related activities;
- (b) **“Media”** means photography and video recordings;
- (c) **“Skate Now”** means Daniel Bruce Whittle ABN 21 787 099 178 operating under the business name “Skate Now”; and
- (d) **“You”** means the Participant, the Parent/Guardian where applicable, or both as context permits.

2 WAIVER

- (a) **(Activities)** Skate Now will provide the Activities to you in part in consideration for you agreeing to this agreement.
- (b) **(Risk warning)** Before you participate in the Activities, you must ensure that you understand the risks involved in participating in the Activities. You acknowledge and agree that the Activities are inherently dangerous and carry the risk of serious personal injury, death or property damage. You acknowledge and agree that you understand the risks involved in participating in the Activities and voluntarily participate in the Activities at your own risk. You acknowledge that the assumption of risk and warning above constitutes a ‘risk warning’ in accordance with the relevant legislation, including the *Civil Liability Act 2002 (NSW)*.
- (c) **(Parent/Guardian)** If signing this document on behalf of a Participant as a Parent/Guardian, you acknowledge and agree that you have explained the risk of the Activities to the Participant.
- (d) **(Australian Consumer Law)** The Australian Consumer Law (which forms Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) allows a service provider of recreational activities to ask you to agree that the statutory guarantees set out in the Australian Consumer Law do not apply to you. By signing this agreement, you acknowledge and agree that, to the extent permitted by law, the liability of Skate Now in relation to the Activities for any:
 - (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease;

- (iv) 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:
 - (A) that is or may be harmful or disadvantageous to you or the community;
 - (B) that may result in harm or disadvantage to you or the community;
 - (C) 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 warranty or term that the Activities will be provided with reasonable care and skill is hereby excluded.

- (e) **(Release)** You release Skate Now and its officers, employees and contractors, the organisers, sponsors, other participants and any other persons involved in your participation in the Activities with Skate Now (**Releasees**) from:
 - (i) any demand, claim, or other proceeding in relation to any injury or death or loss or damage to personal property in connection with your participation in the Activities with Skate Now, whether or not caused by the negligence of a Releasee; and
 - (ii) all liability for a failure to comply with any express or implied warranty or guarantee that the Activities will be provided with reasonable care and skill.
- (f) **(Indemnity)** You agree to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with your participation in the Activities with Skate Now.
- (g) **(Insurance)** You acknowledge and agree that the fees for the Activities do not include personal accident insurance cover. You are responsible for your own personal accident, medical and/or life insurance and any or all expenses in the event of injury or death.
- (h) **(Physical abilities)** You must be medically and physically fit and able to participate in the Activities. You agree and represent that you have **no** injuries, physical restrictions, disabilities or predispositions to sickness or injury that may affect your participation in the Activities.
- (i) **(Protective gear)** Essential protective gear, including helmets, must be worn by all Participants for the duration of the Lesson.

3 MEDIA

- (a) **(Application)** This clause 3 applies if "Media Consent" is provided by you as indicated at the top of this waiver. Otherwise, this clause 3 does not apply.
- (b) **(Media)** Skate Now may produce Media featuring you during your participation in the Activities.
- (c) **(Consent)** You consent for the Media to be used by or on behalf of Skate Now for publication on Skate Now's website, in Skate Now's marketing and promotional material, and on any other website or in any media Skate Now may select for publication.
- (d) **(Assignment)** You assign (including as a present assignment of future copyright) and transfer to Skate Now all right, title and interest (including intellectual property rights) in and to the Media, free from any encumbrances or other security interests, including all rights, claims, demands, causes of action, rights of action past, present or future arising out of, or in relation to, the Media.
- (e) **(Release and indemnity)** You release Skate Now from, and indemnify Skate Now against, all claims, actions, demands and liabilities in relation to the creation of Media, which you may have against Skate Now.

4 GENERAL

- (a) **(Governing law & jurisdiction)** This agreement is governed by the law applying in New South Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of

New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

- (b) **(Further acts and documents)** Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this agreement.
- (c) **(Entire agreement)** This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

By signing the below, the Participant, or if the Participant is not 18 years of age, the Participant's Parent or Guardian on their behalf, agrees to the terms and conditions of this agreement.

Signed:

Date: