

ENROLMENT FORM

Child's SURNAME:

First Child's NAME: 1. D.O.B/...../.....

Second Child's Name 2. D.O.B/...../.....

Third Child's Name 3. D.O.B/...../.....

PARENT/GUARDIAN NAME:

ADDRESS:

..... POSTCODE:

PHONE NO: HOME: WORK:

MOBILE: FAX:

EMAIL:

PLEASE TICK IF YOUR CHILD HAS ANY OF THE FOLLOWING:

- ASTHMA DIABETES EPILEPSY
- HEART PHYSICAL DISABILITY
- OTHER MEDICAL CONDITION(S)
- ANAPHYLACTIC LEARNING DISABILITY

If other medical condition(s), anaphylactic, physical or learning disability, please specify

.....

What special care is recommended in case of an emergency: (if you have an asthma/ anaphylactic/ epilepsy or other emergency plan please attach with this form.)

.....

DOCTORS NAME: PHONE:

HOW DID YOU HEAR ABOUT US?.....

.....

AUTHORISATION

I.....(parent/guardian name) authorise the staff of the Starfish Swim School to procure such medical assistance as they determine in the event of any illness which may occur to my child (child/children’s name) whilst attending the School, and agree to meet any expenses incurred as a result of procuring such assistance. I declare that I have read and fully understand the terms outlined above and the Declaration which is annexed to this form.

SIGNED DATE

**STARFISH SWIM SCHOOL
PARENT/GUARDIAN DECLARATION**

I.....(insert name) of.....
(insert address) hereby apply to register.....(insert name)(my child) in a learn to swim program conducted at the Starfish Swim School at 10 Clapperton street, Bentleigh (Swim Centre).

1. In this Declaration: “Claim” means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising (including but not limited to negligence) but does not include a claim in respect of any action, suit etc made by any person entitled to compensation under a relevant Program insurance policy. **“Program”** means the learn to swim program operated by the Swim Centre and includes each separate learn to swim class in which my child participates, and all activities ancillary to the conduct of such classes. **“Swim Centre Operator”** means and includes Footloose Sox Pty Ltd trading as Starfish Swim School, and where the context so permits, its directors, officers, employees or agents.
2. I am the parent or guardian of the child whose name appears above. I authorise and consent to my child participating in the Program.
3. If accepted, my child will be permitted to participate in the Program subject to me and my child complying with the terms and conditions of the Program. This declaration and any reasonable direction issued by the Swim Centre Operator or its authorised representatives.
4. **Warning:** Swimming and swim lessons are inherently dangerous. I acknowledge that my child may be exposed to certain risks during my child’s participation in the Program including but not limited to physical exertion and injury, bodily contact, water quality, slips and falls. I acknowledge that accidents can and often happen which may result in my child being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and in my own right and on behalf of my child, accept and assume the inherent risks in my child participating in the Program.
5. **Exclusion of implied terms:** I acknowledge that where I am 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. I acknowledge that these implied terms and rights and any liability of the Swim Centre Operator flowing from them, are expressly excluded to the extent possible by law, by this Declaration. To the extent of any liability arising, the liability of the Swim Centre Operator will, at the discretion of the

Swim Centre Operator, be limited to the re-supply of the services or at the discretion of the Swim Centre Operator payment of the cost of having the services supplied again.

6. **Release and Indemnity:** In consideration of the Swim Centre Operator accepting my child's registration and participation in the Program I, to the full extent permitted by law:
 - (a) release and will release the Swim Centre Operator from all Claims that I may have or may have had but for this release arising from or in connection with my child's participation in the Program; and
 - (b) indemnify and will keep indemnified the Swim Centre Operator in respect of any claim by any person (including my child) arising as a result of or in connection with my child's participation in the Program.
7. **Fitness to Participate:** I declare that my child is medically and physically fit and able to participate in the Program. I will immediately notify the Swim Centre Operator of and change to my child's medical condition, fitness or ability to participate. I understand and accept that the Swim Centre Operator will continue to rely upon this declaration as evidence of my child's fitness and ability to participate in the Program.
8. **Medical Treatment:** I consent to myself and / or my child receiving any medical treatment that the Swim Centre Operator reasonably consider necessary or desirable for me or my child during my child's participation in the Program. I also agree to reimburse the Swim Centre Operator for any costs or expenses incurred in providing me or my child with medical treatment.
9. **Privacy:** I understand that the information I have provided to the Swim Centre Operator is necessary for the provision of learn-to-swim services by the Swim Centre Operator to me and my child. I acknowledge and agree that the information will only be used in the course of providing me with customer services. I understand that I will be able to access the information through the Swim Centre Operator. If the information is not provided my child's participation in the Program may be refused. I acknowledge that the Swim Centre Operator may also use my personal information to provide me with promotional material concerning products and services marketed by it. I may advise the Swim Centre Operator if I do not wish to receive any promotional material from them.
10. **Responsibility for Conduct of Child and other Children:** I understand and agree that I shall remain responsible for my child's behaviour and conduct prior to, during and following the Program. I agree to take all reasonable steps to closely supervise my child (in addition to any other child I am responsible for who might attend a facility managed by the Swim Centre Operator) at all times prior to, during and following the Program.
11. **Severances:** If any provision of this Declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this membership Declaration or affect the validity or enforceability of it in any other jurisdiction.
12. **I warrant that all information provided is true and correct:** I acknowledge this Declaration cannot be amended. If I do amend it my application for my child's registration in the Program will be null and void. It cannot be accepted by the Swim Centre Operator.

I have read, understood, acknowledge and agree to the above terms including the warning, exclusion of implied terms, release and indemnity.

Signed: Date:

Name:

