



TERMS AND CONDITIONS, WALKER (SA)

1. I warrant that I have read, considered, reviewed and understood these Terms and Conditions, the Walker's Handbook and the information required by the Walker Registration Form prior to submitting my application to participate in HFW as a Walker.
2. I agree that any dispute arising under or in relation to these Terms and Conditions shall be subject to the laws and courts of the State of South Australia.
3. I warrant that I am over 18 and of full legal capacity or, if I am applying on behalf of a person under 18 and/or not of full legal capacity, that I am a person legally entitled to sign on behalf of that person (for example, parent, guardian, person having suitable power of attorney). If I am signing on behalf of somebody else, I agree to these Terms and Conditions on behalf of that person.
4. I accept all risk, responsibility and liability whatsoever and howsoever arising from or in connection with such of my children and/or dogs (if any) that accompany me in or in relation to HFW Activities.
5. While participating in HFW Activities, I must comply with instructions in the Walker's Handbook and any directions relating to HFW Activities received from any one or more of: a Heart Foundation representative, a Walk Organiser, a Local Coordinator or a Host Organisation representative.
6. I understand that HFW Activities include Walking ranging from quite gentle to very vigorous.
7. I accept in my sole responsibility all risks and liabilities that may arise from my participation in HFW, including the risk of injury or loss or life, and I release the Heart Foundation and Heart Foundation Associates from claims, liability, demands and proceedings arising from or in relation to any loss, damage, expense or personal injury which may be sustained by me as a result of or in connection with:
 - (a) any neglect, act, omission or failure on the part of the Heart Foundation or Heart Foundation Associates; or
 - (b) my participation in HFW.
8. I indemnify the Heart Foundation and Heart Foundation Associates (collectively, **Those Indemnified**) against:
 - a) all losses incurred by Those Indemnified;
 - b) all liabilities incurred by Those Indemnified; and
 - c) all costs actually payable by Those Indemnified to their legal representatives (whether or not under a costs agreement) and other expenses incurred by Those Indemnified in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising as a result of or in connection with my participation in HFW and HFW Activities.
9. I must provide true and correct information to the Heart Foundation and promptly notify the Heart Foundation of any changes to provided information.
10. I consent to the publication in any form of media of my name and details of my participation in HFW.
11. I acknowledge that the Heart Foundation reserves the right, in its sole discretion, to exclude or reject me from participating in HFW at any time and without notice or explanation to me.
12. I acknowledge that the Heart Foundation will post the current version of this document for my consultation at <http://walking.heartfoundation.org.au> and that I will be notified of changes in advance by any one or more of written notice on the Heart Foundation website.
13. If I do not consent to be bound by this document as varied from time to time, I must immediately withdraw from HFW.

In this document:

- (a) **Heart Foundation** means the National Heart Foundation of Australia (ABN 98 008 419 761) and all associated Australian State and Territory Heart Foundation Divisions;
- (b) **Heart Foundation Associates** means all persons or corporations associated or affiliated directly or indirectly with the Heart Foundation;
- (c) **Heart Foundation Walking** means the Heart Foundation's program to establish and promote participation in Walking;
- (d) **HFW** means Heart Foundation Walking;
- (e) **HFW Activities** means all activities associated with Heart Foundation Walking;
- (f) **Host Organisation** means an organisation participating in HFW with a view to promoting Walking in their area;
- (g) **Local Coordinator** means the person employed by the Host Organisation and appointed to coordinate HFW and HFW Activities;
- (h) **Terms and Conditions** means this document;
- (i) **Walk Organiser** means a person who manages and organises a HFW group;
- (j) **Walker** means an individual participating (or intending to participate) in HFW;
- (k) **Walker Registration Form** means the form to be completed available for those interested in participating in Heart Foundation Walking as a Walker;
- (l) **Walker's Handbook** means the publication provided to individuals participating (or intending to participate) in HFW by the Heart Foundation, in relation to the HFW program; and
- (m) **Walking** means ambulation on a firm, static surface and excludes walking in water, walking on a treadmill and other non-traditional modes of ambulation.

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:

I agree that the liability of the National Heart Foundation of Australia 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.