



## TERMS AND CONDITIONS, WALKER (VIC)

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 Victoria.
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.

**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**.