

Skip Your Way for 30 Days Terms and Conditions

1. I warrant that I have read, considered, reviewed and understood these terms and conditions prior to submitting my application to participate in Skip Your Way for 30 Days.

2. I agree that any dispute arising under or in relation to these terms and conditions is governed by the applicable laws, including relevant civil liability provisions, of the Australian state and territory in which I participate in Skip Your Way for 30 Days.

3. I warrant that I am over 18 and of full capacity or, if I am applying on behalf of a person under 18 and/or not of full capacity, that I am a personal legally entitled to enter into an agreement and/or submit to terms and conditions on behalf of that person (for example a parent, guardian or other person holding an enforceable power of attorney). If I am submitting to these terms and conditions 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 myself, and my children and/or animals (if any) that accompany me in or in relation to Skip Your Way in 30 Days activities.

5. I understand that participating in Skip Your Way for 30 Days may involve me undertaking Physical Activity ranging from gentle to very vigorous.

6. In participating in Skip Your Way for 30 Days I will undertake only those levels of Physical Activity that I am comfortable with and physically able to manage

7. If participating in Skip Your Way for 30 Days will result in a significant increase in my level of Physical Activity, or I have pre-existing medical conditions, I will consult with my health care professional prior to participating in Skip Your Way for 30 Days.

8. I accept and take sole responsibility for all risks and liabilities that may arise from my participation in Skip Your Way for 30 Days, including the risk of injury or loss of life of myself or any other person, and I release the Heart Foundation and all persons or corporations associated or affiliated directly or indirectly with Skip Your Way for 30 Days from any and all claims, liabilities, demands and proceedings arising from or in relation to any loss, damage, claim, action, 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 its Personnel;
or

b) my participation in Skip Your Way for 30 Days.

9. I indemnify the Heart Foundation and its Personnel (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 any 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 the activities of.

10. I warrant that I will provide true and correct information to the Heart Foundation at all times.

11. I acknowledge that the Heart Foundation reserves the right, in its sole discretion, to exclude or reject me from participating in Skip Your Way for 30 Days at any time and without notice, justification or explanation to me.

12. If I no longer consent to be bound by this document as varied from time to time at any time, I will immediately cease my participation in Skip Your Way for 30 Days.

In these terms and conditions:

- a. Heart Foundation means the National Heart Foundation of Australia (ABN 98 008 419 761);
- b. Skip Your Way for 30 Days means the Heart Foundation's program to raise funds to help support lifesaving research and encourage Physical Activity.
- c. Participant means an individual participating (or intending to participate) in Skip Your Way for 30 Days;
- d. Personnel means servants, agents, volunteers and employees of the Heart Foundation;
- e. Physical Activity means skipping (or the use of a wheelchair or other mobility aid) on a firm, static surface.