

Health Declaration Form

Please complete all sections, sign on both sides of form & return to the coordinator before your first class. Incomplete forms will not be accepted and you may be denied entry to class.



CLASS CODE/S:

CLASS NAME/S:

YEAR:

PARTICIPANT DETAILS:

Full Name:

Ph:

Address:

Mob:

Email:

Age Group:

Under 25

25-39

40-59

Over 60

Signature:

Date:

PARENT / GUARDIAN DETAILS:

The parent/guardian must complete and sign this form on behalf of the above participant if the above participant is under the age of 18 years.

Full Name:

Ph:

Address:

Mob:

Email:

Signature:

Date:

The parent guardian confirms that they are 18 years of age or older.

EXERCISE HISTORY: Do you exercise regularly?

Yes

No

How often:

Type of exercise:

MEDICAL CONSIDERATIONS: Have you been hospitalised recently? Please give details...

Are you pregnant or given birth in the last eight weeks?

Yes

No

Do you have or have you ever had any of the following?

Asthma

Any heart condition

Stroke

High blood pressure

Epilepsy

Back pain

Arthritis

Neck/ shoulder pain

Hernia

Knee/ ankle pain

Other...

Describe any 'other' conditions or injuries that may be reason to modify your exercise program...

If you have had any of the conditions described above, please ensure that you have medical clearance before commencing an exercise program.

In case of emergency, please supply a contact name & phone number. Other than your own...

Full Name:

Ph:

How did you hear about us?

PLEASE SIGN BACK >

DEFINITIONS:

In this form: **Consumer Guarantees** means the consumer guarantees set out in Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and the Australian Consumer Law (Victoria), being schedule 2 to the Competition and Consumer Act 2010 (Cth);

HUCCLC means Uniting Church in Australia Property Trust (Victoria) trading as Heathmont Uniting Church Community Lifestyle Centre ABN 39 703 442 583;

Personal Injury means:

- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or
- the contraction, aggravation, acceleration or recurrence of a disease;

Supplier/ supplier/ our/ us means HUCCLC and its employees, directors, other officers, agents and contractors (collectively); and

you/ your means the abovenamed participant and (if applicable) their parent/guardian.

RECREATIONAL SERVICES:

The Supplier is a supplier of 'recreational services', as defined in section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic). The Supplier will supply such recreational services to you when you undertake any of our exercise programs.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

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 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

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.

In accordance with section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by 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.

ASSUMPTION OF RISK AND WAIVER, EXCLUSION, RELEASE AND LIMITATIONS OF THE SUPPLIER'S LIABILITY:

You understand and acknowledge that exercising is not without risk. As a consequence, Personal Injury and sometimes death can occur. You voluntarily assume and accept all such risks. To the maximum extent permitted by law:

- the Supplier is not liable to you, your dependants or your legal personal representatives for Personal Injury suffered by you, or for your death, due to any failure by the Supplier to comply with any of the Consumer Guarantees in connection with the supply of recreational services in relation to any exercise program, or due to the Supplier's negligence, or to any breach of contract or statute by the Supplier (and you release the Supplier from all liability for such Personal Injury or death); and
- you waive your right to sue the Supplier for any Personal Injury or death caused by or arising from your participation in any exercise program or the supply by the Supplier of any recreational services.

The above does not apply to the extent provided otherwise in section 22 of Australian Consumer Law and Fair Trading Act 2012 (Vic) or section 139A of the Competition and Consumer Act 2010 (Cth).

YOUR HEALTH AND SAFETY:

You warrant to HUCCLC that to the best of your knowledge, you are in good physical health, and physically and mentally able to participate in each exercise program. If you are in doubt, HUCCLC recommends that you seek professional medical advice before participating in any exercise program.

You also warrant that you have informed the HUCCLC staff of any pre-existing medical condition that may, but not necessarily, preclude you from undertaking any aspect of any exercise program. This includes, but is not limited to, being pregnant, epileptic or asthmatic, having heart problems, musculo- skeletal problems of any pre-existing Personal Injury.

You authorise HUCCLC to take all steps HUCCLC considers reasonably necessary to protect you (or your child's or dependant's) welfare in the event of Personal Injury, including the administration of any emergency medical treatment and ambulance transportation. You agree to pay the costs of all such treatment and/or transportation.

PRIVACY STATEMENT:

When providing any personal information to us (including the information you include in this form), you agree to the collection, use and disclosure of your personal information in accordance with our privacy policy. Our privacy policy is available at <https://victas.uca.org.au/wp-content/uploads/2019/03/UCA-VicTas-PRIVACY-POLICY.pdf>.

SIGNING DECLARATION: By signing this release, I expressly state that I have read this form and that I fully understand and accept its contents. I also expressly state that all of the information provided by me or on my behalf in this form is true and correct and further acknowledge that the Supplier has relied on the accuracy of that information in granting me or (if applicable) my child/dependant the opportunity to participate in each exercise program.

Signature:

Date: