



**Swinburne University of Technology**  
**National Institute of Circus Arts Short Course Program 2018**  
**ASSUMPTION OF RISK, WAIVER and INDEMNITY (“Document”)**

**NOTE: THIS IS AN IMPORTANT DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT.**

This Document must be completed in full prior to the commencement of any performance or work performed by all participants and returned to NICA by fax, mail or in person. **For participants aged under 18 years of age, this Document must be completed by a parent or legal guardian on their behalf.**

Please list activities that will be entered into in the Detail Activities section. Depending on the nature of the Work, Performance additional OHS documentation may be requested.

In consideration of the National Institute of Circus Arts (“NICA”) and Swinburne University (“Swinburne”) permitting me to participate in, take part, or complete the Activity in any way, I, the undersigned, for myself, my personal representatives, heirs and next of kin:

<b>Participant’s Name</b>	First Name	Surname
<b>Parent Name</b> (if participant is aged under 18 years of age)	First Name	Surname
<b>Participant’s Date of Birth</b>		Booking/Invoice no.
<b>Contact Phone number</b>		
<b>Participant’s Address</b>		
<b>Email</b>		
<b>Name of Class, Workshop, Party or Performance</b>		
<b>Scheduled Activities</b>	Short Courses at NICA may include any of the following activities: acrobalance, handstands, tumbling, juggling, rope, spinning plates, diabolo, hula hoops, solo or double trapeze, static or swinging trapeze, web, hoop diving, pyramids, cloudswing, unicycle, aerial ring, chinese poles, tissu, contortion, mini trampoline, devil sticks, stilts, tightwire, flying trapeze, slapstick, clowning and physical comedy, flexibility training, strength building exercises, games, and other physical activities.	
<b>EMERGENCY CONTACT’S FULL NAME</b>	(name of a relative or friend who may be contacted in an emergency)	
<b>PHONE NUMBER</b>		

Acknowledgement that the intended activities that make up the Activity (as referred to under “Scheduled Activities” above) are inherently dangerous and may result in serious personal injury (including permanent disability) and/or death and/or property damage.

1. Give permission for NICA/Swinburne to seek appropriate medical attention in the event that I am/my child is injured.
2. Understand that any personal injuries I incur may be compounded or increased by not only my actions but from the actions, omissions or negligence of others.



3. Acknowledge, agree to, and voluntarily assume all risks (including, but not limited to, those identified in the section "Scheduled Activities") of any harm, injury or damage that I may suffer to my person or my property whether foreseen or unforeseen in connection with the Activity.
4. Agree to indemnify NICA and Swinburne from any liabilities, claims, and causes of action that may be brought against NICA or Swinburne as a result or in connection with my negligent act, omission, failure or error as a participant in the Activity.
5. Acknowledge and agree that NICA's and Swinburne's liability under the statutory right or any condition or warranty implied by the *Fair Trading Act, (VIC)* or Australian Consumer Law or other relevant legislation which cannot be lawfully excluded is, to the extent permitted by law, limited at the option of NICA or Swinburne to:
  - the re-supply of the Activity by NICA/Swinburne; or
  - payment by NICA/Swinburne of the cost of having the Activity supplied again.
6. Acknowledge and confirm that the information I have provided in the Document is true and correct and I have read and understood this Document and that I am of lawful age and legally competent to sign this Document.
7. Acknowledge that I have signed this Document on my own free will and without any representation or inducement by NICA or Swinburne, their agents or employees.
8. Agree that if any provision of this Document is found unenforceable or invalid, that provision shall be severed from this Document and the remainder of this Document shall, notwithstanding, continue in full legal force and effect.
9. I understand that I may consult a medical advisor if I have concerns regarding any pre-existing medical condition which may affect my health and safety or that may be provoked by participation in the above activity.
10. I agree to have my/my child's photograph and/or video footage containing my/my child's image taken by the National Institute of Circus Arts (NICA). I agree that NICA will have full ownership of my/my child's image and give my full permission for their use of the image in marketing and training purposes only. **Please advise NICA staff if you do not wish your/ your child's image to be used.**

**Note: Participants are responsible for any medical costs arising from participation in NICA/Swinburne activities.**

Participant's Full Name (please print clearly):	
Signature of Participant (or Parent/Legal Guardian if Participant is under 18 years of age):	Date:
Witness's Full Name (please print clearly): to be witnessed on same day	
Signature:	Date:
Activity Coordinator's Full Name on behalf of NICA/Swinburne (please print clearly):	
Signature:	Date:

*Please ensure that you have filled out this form correctly before returning to NICA staff, ensure that the participant's details are listed on the first page of this form and it has been signed by or on behalf of the participant and a witness to the signature has also signed and dated the form.*