

THE KIDS' CASTLE WAIVER FORM

**PLEASE READ
AND SIGN**

CHILD'S NAME:

PARENT NAME:

PARENT SIGNATURE: DATE:



*** * * * * RISK WARNING * * * * ***

This warning constitutes a "risk warning" for the purposes of the *Civil Liability Act 2002* (NSW).

All of the activities undertaken at or organised by the Centre, whether conducted by the Centre itself or provided by an external service provider at the invitation of the Centre, are "recreational activities" for the purposes of the *Civil Liability Act 2002* (NSW).

By signing this Enrolment Form as parent or guardian for the belowmentioned child/ren, I acknowledge and agree that there are inherent risks of harm to children participating in each and all of the activities conducted by the Centre. The risks in respect to activities conducted by the Centre include:

1. those risks set out in the Risk Assessments (if any) corresponding to the specific activity and/or the TKC Master Risk Control Plan;
2. the risk of a slip, fall, collision and the like, and resultant injury, where the activity involves any form of physical activity or use of materials that may spill or cause any form of trip or slip hazard;
3. the risk of injury through use or misuse by any person of any item of equipment, utensil, apparatus, appliance, implement and the like, that are reasonably associated with the relevant activity;
4. the risk of injury associated with misbehaviour of any child or misadventure, taking in account the nature of the school grounds and buildings that the Centre operates from and in; and/or
5. any other obvious risk associated with any activity that, by its nature, involves a significant risk of physical harm, for example, the risk of injury where the activity may involve swimming or playing in water.

I further acknowledge and agree that in relation to each activity provided by the Centre and by reason of this Risk Warning, provided the Centre complies with all written laws of New South Wales or the Commonwealth of Australia that establish specific practices or procedures for the protection of personal safety, the Centre owes no duty of care in respect of any form of risk associated with the activity.

Waiver and Acknowledgment

I hereby acknowledge and agree that:

1. the Centre will engage in providing all forms of the usual indoor and outdoor activities that an after-school care provider would normally conduct, including all form of age-appropriate field/ball sport and exercise related activities using basic sporting or exercise equipment that may involve low level physical contact or risk of injury from falling, running or collision with other children or equipment;
2. I am aware that the Centre may engage a suitably qualified external service provider in the conduct of any activity offered by the Centre;
3. that the staff of the Centre will perform an assessment as to whether my child/ren is/are suited to any particular activity that he/she/they wish to participate in, or continue to participate in;
4. that the Centre and its staff are not responsible for injury my child/ren may suffer when engaging in any of the activities referred to in paragraph 1 above and I have been provided with a copy of or access to a copy of, and am aware of and am familiar with, the contents of the TKC Master Risk Control Plan;
5. that where the Centre proposes to conduct any activity that is not in the nature of the range of activities referred to in paragraph 1 above, or are specifically provided by an external service provider, the Centre will seek my written consent in respect to me allowing my child/ren to participate in that activity and that unless I have given that written consent, my child/ren will not be able to participate in that activity. In respect to such activities a Risk Assessment corresponding to the activity may be forwarded to me or made available to me for my review and that I will review and make myself aware of the risks set out in such Risk Assessments (if any) corresponding to the specific activity before giving my consent for my child/ren to participate;
6. that the Centre and its staff are not responsible for injury my child/ren may suffer when engaging in any of the activities referred to in paragraph 5;
7. I have imparted on my child/ren attending the Centre and participating in any activities offered by the Centre that:
 - (a) while participating in relevant activities, they must wear required safety equipment as directed by the Centre staff or other persons formally engaged to conduct the activity;
 - (b) they must follow all directions, instructions and safety rules given to them by Centre staff or other persons formally engaged to conduct the activity; and
 - (c) they should ask any questions and seek assistance in relation to the proper use of any equipment, materials or facilities associated with the activity.

8. that certain of the activities offered by the Centre may be physically demanding, require a basic level of physical fitness or skill and may result in forces being exerted on the body that may activate or aggravate pre-existing physical injuries, conditions, or congenital defects and that, taking into account the nature of the activities and the health and condition of my child/ren, I have determined that he/she/they do not suffer any illness, ailment or incapacity that may be aggravated or advanced by participation in any activity, that no such illness, ailment or incapacity operates so as to increase any risk associated with participation in such activities, or else where my child/ren does suffer any such illness or incapacity, I have advised the Centre in writing of that illness or incapacity;
9. the activities referred to in paragraph 1 above involve certain inherent risks and exposure to the natural elements and that I am consenting to my child/ren participating in the activities at her/his/their/my own risk;
10. I am aware that the Centre incorporates technology as part of its activities offered to children attending and my child/ren will have access to electronic devices and computer games. Internet access is not provided however the devices are connected to the internet and while every attempt has been made to ensure use of all devices and computer games is safe, I am aware and acknowledge that internet access restrictions and filtering that are implemented do not necessarily offer complete and absolute protection from undesirable elements on the internet;
11. the staff at the Centre may administer first aid in respect to my child/ren if she/he/they should deem it necessary, at all times acting reasonably, without the need to obtain my prior consent or permission. Should at anytime any member of the staff of the Centre reasonably consider that my/our child requires medical, dental or hospital treatment, I hereby consent to the Centre obtaining such treatment from a registered medical practitioner, hospital or ambulance service with all possible speed, at my expense. I understand that all attempts will be made to contact me, however treatment will not be delayed in the event I cannot be contacted. I consent to transportation of my child/ren by an ambulance service;
12. staff will follow the recommended Asthma First Aid Plan if my children has/have a diagnosis of asthma and/or experiences asthma symptoms even if my child/ren does/do not have a completed asthma record or asthma action plan or my child/ren does/do not have a previous diagnosis of asthma but experiences difficulty breathing while attending the Centre;
13. even if my child has no known allergy but appears to be having an anaphylactic reaction whilst at the Centre, or otherwise in the Centre's care, Centre staff will call an ambulance and will follow the recommended treatment plan (as per Centre's policy). This may involve the administration of an EpiPen from the Centre's Anaphylaxis Emergency Kit;
14. if my child/ren is/are recognised to have an action plan for a life threatening medical condition, I give permission for my child's/childrens' plan to be displayed for Centre staff and visitors to view;

15. I will exclude my child/ren from the Centre, for the period required by the NSW Department of Health guidelines, if she/he/they contract an infectious disease or condition that necessitates that she/he/they be absent from school for any period. I will provide a doctor's certificate from a medical practitioner confirming when my child/ren can return to the Centre;
16. I release and hold harmless the Centre, its principals, committee, servants and/or agents from any suit, demand or claim whether present, future or contingent arising as a consequence of and not limited to death, injury or disablement received by my child/ren during the participation in any activities conducted by the Centre; and
17. nothing in this Waiver excludes, restricts or modifies any condition, warranty, right or remedy, implied or imposed by any Statute or Regulation that cannot lawfully be excluded, restricted or modified. All express or implied representations, conditions, warranties and provision, whether based in Statute, or otherwise relating to provision of products and services pursuant to or contemplated by this document that are not contained within these terms are excluded to the extent permitted by law.

Please list any activities you would like to suggest that the Centre consider providing:
