

SWIMMING365  
ABN 12623979313  
35A Lefroy Road  
Beaconsfield WA 6162  
("we", "us", "our")

Dear Participant,

Welcome to the Swimming 365 Programme. We trust that you will enjoy participating in the Programme. It is a condition of entry to the Programme that you read and agree to comply with the terms of this letter which sets out our policies concerning the Programme and your safety.

### Participation

1. To obtain the maximum benefit from the Programme it is desirable that you undertake to attend each session that you enrol for. The sessions will vary depending upon your level of confidence in the swimming pool and swimming competence.
2. We have engaged Health Watch Clinics ("HWC") to provide health assessments and dietary guidance throughout the Programme. It is recommended that you follow the dietary guidelines in order to obtain the maximum benefit from the Programme. HWC may also refer you to other health experts. HWC may require access to your medical records and you agree to supply the necessary information to HWC on request. It is necessary that you undertake all health assessments to ensure that you are medically fit to take part in the Programme and so that we may monitor your health throughout the Programme. The first health assessment must take place prior to commencing the Programme. HWC is able to bulk bill all health assessments so there is no additional cost. You may incur costs if you are referred to other health experts.
3. HWC will share the results of your fitness tests and health assessments with us in order to ensure that you are fit to take part in the Programme and to assess and evaluate the benefits of the Programme. You consent to us sharing the results of the fitness tests and health assessments with the experts we engage throughout the Programme. Further we may wish to publish the results of the Programme and use them for presentations and marketing purposes. You agree that this data may be used for these purposes. We undertake not to use or publicise your name unless you agree otherwise.

### Safety

5. You acknowledge that the Programme involves swimming activities and that you are responsible for your own safety. You agree to follow all reasonable directions given to you by the swimming instructors and pool staff. Whilst they will be supervising each session you acknowledge that it is not possible to oversee your swimming activities to the exclusion of the rest of the participants. You agree to exercise care and caution in and around the swimming pool.
6. You should bring a towel, bathers, goggles, bottled water and glucose jellybeans to each pool session. You acknowledge that your personal belongings are not secure and that you will be required to leave them at the poolside whilst you are in the swimming pool. We cannot be held responsible for any loss or damage that occurs to your belongings.
7. We cannot guarantee that your medical conditions will improve by taking part in the Programme and make no promises or assurances to you in that respect.
8. In consideration of you participating in the Programme of your own free will you assume all risk of accident and all risk of personal injury to yourself and to your personal property, sustained whilst you are taking part in the Programme. You and your heirs, executors, administrators, personal

representatives and assigns release us, our employees, contractors, consultants, licensees and assigns from any and all liability whatsoever for any loss, personal injury, or property damage which you may suffer whilst taking part in the Programme or as a consequence thereof except where such loss or damage is caused as a result of our negligence.

9. You hereby agree to hold us harmless and indemnify us, our employees, contractors, consultants, licensees, assigns and successors against any and all claims, actions, proceedings, demands, liability, costs, losses, damages and expenses resulting from or by reason of any claim arising from a breach of any of your representations, agreements and undertakings made by you in this letter agreement.
10. This letter agreement shall be governed by, and construed in accordance with, the laws of Western Australia whose courts shall be the courts of exclusive jurisdiction.

Please sign where provided below to acknowledge that you have read, understood and agree with the above terms.

Yours faithfully

**Tom Picton-Warlow**  
for and on behalf of  
Swimming365

**READ AND AGREED**

**Name:** \_\_\_\_\_

Please Print

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

Please Print

**Signed by Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_