

## **South East Sports Academy Sports Science Waiver**

I (the "Participant") consent to participating in strength and conditioning training ("Sessions") & physiological assessment procedures ("Tests") and acknowledge, agree and represent that I understand the nature of the Sessions and Tests and agree that my participation is on the following terms.

- 1. I am aware that each Test will be explained to me prior to undertaking the Testing protocols. If I do not understand what the Tests will involve or what I am required to do, I will seek clarification from the territory or relevant assessor prior to undertaking the Test.
- 2. I understand that I will be undertaking physical exercise at or near the extent of my capacity and that while undertaking the Sessions or Tests as a result of doing so; I may suffer symptoms including episodes of transient light-headedness, fainting, abnormal blood pressure, chest discomfort and nausea.
- 3. I understand that in undertaking the Sessions or Tests, I am exposed to the risk of injury, or death. I understand that these risks may be caused or contributed to by the state of my health including any pre-existing condition which may or may not be known to me, my actions or omissions while undertaking the Tests or before or after doing so, the actions or omissions of others, the conditions in which the Tests are undertaken and the negligence of others.
- 4. I am aware of the importance of informing those who are conducting the Sessions or Tests about any illness, injury or disability that I have and I will do so prior to undertaking the Sessions or Tests. I understand that any failure on my part to do so may increase the risk of injury or death.
- 5. I understand that I am under no obligation to participate in the Tests or to continue to participate once I have commenced undertaking them.
- 6. I understand that I am responsible for any damage I cause to SESA equipment, other than damage caused by normal wear and tear. I undertake to pay to SESA the cost of repairing or replacing any equipment which I damage.
- 7. I understand that the information and data obtained during my Sessions and Tests can be used for statistical or scientific purposes, and will be handled in accordance with the Information Privacy Act 2014 (ACT) and the Health Records (Privacy and Access) Act 1997 (ACT) as applicable. *Privacy and Personal Information Protection Act 1998* and the *Health Records and Information Privacy Act 2002*
- 8. On behalf of myself, I hereby release and discharge the State of New South Wales (**"State"**) and South East Sports Academy (SESA) -including any directors, officers, members, volunteers, and employees of the State and SESA- (the **"Releasees"**), from all liability for injury, loss or damage which I sustain as a result of my participation in the sessions or Tests. This release and discharge will not apply if the injury, loss or damage has been caused by negligence on the part of the Releases.
- 9. Without imposing obligation on the SESA to take action, I authorise the SESA to do anything on my behalf (including incurring expenses) that the SESA reasonably considers to be necessary for my benefit in connection with any injury, illness (including death), loss or damage which I sustain as a result of my participation. I undertake to meet any costs incurred by SESA in doing so.