



ecm

EDUCATIONAL CASE MANAGEMENT
CLINICAL ALLIED HEALTH SERVICES

✉ info@ecmonhudson.com

☎ 02 4969 8060

🖱 www.ecmonhudson.com

DEED OF WAIVER, RELEASE AND INDEMNITY

(To be signed by ALL clients, parents, guardians, carers being provided with a service at ECM)

Name of Participant: _____ of _____

Address of Participant: _____ Date of Birth: _____

(the **Participant**). Each Participant (and if the Participant is under 18 years of age (Minor Participant), a parent or legal guardian of the **Minor Participant**) must sign this Deed. The Participant, and if applicable, the Minor Participant's parent or legal guardian, is referred to in this Deed as I, my, me or you. In consideration of Educational Case Management permitting the Participant to take part in Educational Case Management Activities, I acknowledge and agree as follows:

1. At all times, I must follow and comply with (and ensure that the Minor Participant (if applicable) and My People follow and comply with) all rules and directions issued by Educational Case Management and any Operator in relation to Educational Case Management Activities;
2. Educational Case Management may restrict, suspend or terminate my participation (or the participation of the Minor Participant (if applicable) or My People) in any part or all of Educational Case Management Activities if Educational Case Management, in its absolute discretion for any reason, including without limitation if Educational Case Management considers that I, the Minor Participant (if applicable) or any of My People:
 - a. have not followed any rule or direction issued by Educational Case Management or any Operator; or
 - b. have acted in an unacceptable manner;
3. I personally and voluntarily assume all the risks for any harm, loss, trauma, injury or damage that I, the Minor Participant (if applicable) or any of My People may suffer to my or their person or my property (whether direct or indirect, foreseen or unforeseen) in any way arising (either directly or indirectly) as a result of or in connection with my involvement in Educational Case Management Activities;
4. Educational Case Management does not warrant the suitability or safety of any of the Educational Case Management Activities including but not limited to Group Programs, Hydrotherapy, Swimming, Hiking, Shopping, Park swings, Oval usage or Occupational and Exercise Equipment or and recommends the Participant seeks external medical advice before participating in the Educational Case Management Activities or using the Occupational and Exercise Equipment. By participating in the Education Case Management Activities including but not limited to Clinics, Home Visits and/or Community Settings or using the Occupational and Exercise Equipment, I (or the Minor Participant, if applicable):
 - a. warrant to Educational Case Management that I am fit and able to participate in the Educational Case Management Activities; and
 - b. acknowledge and agree that I (or the Minor Participant, if applicable) participate in Education Case Management Activities and use the Exercise Equipment at my own risk;
5. To the fullest extent permitted by law, I:
 - a. indemnify and will keep indemnified; and
 - b. irrevocably and completely release and discharge Educational Case Management and each Operator/Clinician from and against all Claims howsoever caused, including (but not limited to) any Claim for injury or death, damage, theft or destruction of property or any other loss that I, the Minor Participant (if applicable) or any of My People may suffer or incur in any way (whether directly or indirectly) as a result of or in connection with the Participant's involvement in the Educational Case Management Activities or the Participant's use of the Occupational and Exercise Equipment;



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6. I will not, at any time after the date of this Deed, bring or make any Claim against Educational Case Management or any Operator/Clinician for any reason whatsoever in connection with Educational Case Management Activities, including (but not limited to) any Claim arising as a result of or in connection with any action, default, omission or negligence of:
 - a. Educational Case Management; and
 - b. any Operator in connection with the Educational Case Management Activities;
7. To the fullest extent permitted by law, I indemnify Educational Case Management and each Operator/Clinician from and against all Claims (including any legal costs incurred by Educational Case Management or an Operator/Clinician to defend such Claims) arising out of or in connection with any action, default, omission or negligence of me, the Minor Participant (if applicable) or any of My People bought by anyone (including any third party, regardless of whether the third party takes part in or is otherwise connected with the Educational Case Management Activities);
8. To the maximum extent permitted by law, the total liability of Educational Case Management to the Participant arising in any way in connection with the Educational Case Management Activities will be limited to the fees paid by the Participant (if any) to Educational Case Management to participate in the Educational Case Management Activities.
9. I have read and understood the matters set out in this Deed. I understand this Deed is intended to have legal effect. I am entering into this Deed of my own free will.
10. If I am signing as the parent or legal guardian of the Minor Participant, I warrant that I have the legal authority to act for the Minor Participant and on their behalf. If my guardian status is challenged or found invalid, I will release and indemnify Educational Case Management and each Operator to the fullest extent permitted by law in accordance with this Deed, just as if I were the Minor Participant's lawful guardian;
11. If any clause in this Deed is held to be void, unenforceable or illegal, it may be severed to the extent it is void, unenforceable or illegal without affecting the enforceability of any other clause in this Deed;
12. New South Wales law governs this Deed and each party irrevocably submits to the exclusive jurisdiction of New South Wales courts and courts competent to hear appeals from those courts; and
13. Definitions: In this Deed, unless context indicates a contrary intention:
 - a. **Claims** means any claim, cause of action, demand, award of damages or costs, liability, expense, proceeding or suit or any nature whatsoever, whether it is present or future, fixed or unascertained, actual or contingent.
 - b. **Deed** means this document.
 - c. **Educational Case Management** means Educational Case Management Pty Ltd ACN 609 946 698 and its Related Bodies Corporate, and each of its current and former Directors, General Manager, Humans Resource Manager, Discipline Managers, Administration Team Leader, clinicians, Allied Health Assistants employees, agents and independent contractors, and any volunteer assisting any of the foregoing in connection with Educational Case Management Activities.
 - d. **Educational Case Management Activities** means any activity, group activity, excursion, outing, entertainment, sport, recreational pursuit or event that is facilitated, organised or provided by Educational Case Management to the Participant, and includes without limitation the provision of the Trekking Activities, Hydrotherapy, Swimming, Oval usages and Equipment Activities.
 - e. **Equipment Activities** means any activity or exercise that is facilitated, organised or provided by Educational Case Management to the Participant involving the use of any equipment, machinery, apparatus, floatation, tools or other similar items.



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- f. **Occupational and Exercise Equipment** means any equipment, machinery, apparatus, tool or other similar item used by the Participant during or in connection with the Equipment Activities, whether owned by Educational Case Management or another entity.
- g. **My People** means any person who attends or engages in any part of the Educational Case Management Activities with the Participant, including without limitation any family member, friend, relative or associate of the Participant.
- h. **Operator/Clinician** means and includes each owner, lessee, operator or occupier of any hospitality, recreation, entertainment or other venue, facility or enterprise involved in or connected with Educational Case Management Activities, and any employee, agent or independent contractor of any such person or entity.
- i. **Participant** is the participant in Educational Case Management Activities identified as the Participant at the beginning of this Deed, and includes their legal or personal representatives.
- j. **Related Bodies Corporate** means related bodies corporate as that term is defined in the *Corporations Act 2001 (Cth)*.
- k. **Trekking and Water Activities** means any swimming, hydrotherapy, hiking, trekking, walking or other similar outdoor activity including use of ovals and parks that is facilitated, organised or provided by Educational Case Management to the Participant.

Signed, Sealed and Delivered by:

Full Name of Participant or Parent/Guardian of
Minor Participant (Print)

Full Name of Witness (Print) (Clinician)

Signature of Participant or Parent/Guardian of
Minor Participant

Signature of Witness (Clinician)

Date: