

SUPPORTING DREAMS/ CATHY WARD WAIVER, ACKNOWLEDGEMENT & RELEASE OF LIABILITY FORM

Please read carefully before submitting.

It is your responsibility to provide information that is accurate and true.

Misleading or false information can be deemed as fraudulent.

You MUST fill in this form in order to participate at Supporting Dreams or in any other events or offerings by Cathy Ward or at property 191 Eighth Avenue, Eden Park 3757.

FULL NAME.....

DOB.....

CITY OF RESIDENCE.....

PHONE NUMBER.....

EMAIL.....

EMERGENCY CONTACT AND RELATIONSHIP TO YOU.....

.....

DATE.....

I HAVE NO CONTRAINDICATIONS LAID OUT IN THIS WAIVER AND I AM IN GOOD HEALTH TO PARTICIPATE IN THIS EVENT AND ITS ACTIVITIES.

SIGNED.....

This is a legal document that affects your rights

HEALTH, SAFETY & WELL-BEING WARNING

Supporting Dreams (Cathy Ward) warns you that activities you choose to participate in including, Breathwork, Cold Water Therapy and any other activities held by Supporting Dreams (Cathy Ward) can be dangerous and implicate serious health risks. Whilst you are participating in our activities and services, you are at risk of suffering physical/emotional harm or personal injury including broken bones, soft tissue injury, permanent disability or death. These injuries may occur from many causes including but not limited to:

- Breathwork
- Exposure to cold
- Colliding with equipment or another person
- Engaging in strenuous exercise of fitness training
- Stepping on sharp objects
- Being struck by weights
- Release/trigger of stored trauma
- Incorrect use of equipment
- Drowning

Know your limitations, physically, emotionally and mentally, and act accordingly. If you have any concerns contact me.

You agree not to participate in any Supporting Dreams events (or any other events held by Cathy Ward) if you have any of the following:

Serious health conditions

- Abnormal blood pressure
- Heart conditions of ANY kind
- Are or have any chance of being pregnant
- Epilepsy past/present
- Are using anti coagulant medication
- Heavy mind altering medication
- Aneurism past/present
- Ocular issues
- Bipolar/schizophrenia past/present
- Osteoporosis
- Epilepsy/siezuers past/present
- Hospitalised in past 10 years for emotional crisis
- Consumed alcohol within 24 hours of session/event
- Consumed drugs (recreational or 'plant medicine') within 1 week of session/event
- PTSD
- Any other serious physical/psychological/medical condition
- Recent surgery
- Strokes
- Adverse reaction to recent vaccine/s

None of this is medical advice, nor is it intended to diagnose, cure or treat any medical conditions. Any suggestions or information we offer is purely educational, and should not be regarded as medical expertise.

For qualified medical advice please consult a medical professional as we are NOT doctors.

If you choose to share in any way or continue, any of the activities or knowledge you learnt or perceive to have learnt from Supporting Dreams (Cathy Ward), you do so at your own risk and claim full responsibility. You agree to not hold Supporting Dreams (Cathy Ward) or any of its facilitators, representatives or attendees responsible for injuries or damages you or others may incur as a result.

It is your responsibility to update Supporting Dreams/Cathy Ward both verbally & in writing if there are any changes to your health that would affect your participation in our events or any other activities.

ACKNOWLEDGEMENTS

By participating in Breathwork, Cold Water Therapy and any other activities with Supporting Dreams (or any other events held by Cathy Ward) you acknowledge and understand that:

- You are responsible for safeguarding your personal belongings and valuables during Breathwork, Cold Water Therapy and any other activities with Supporting Dreams (or any other events held by Cathy Ward).
- Activities, including Breathwork, Cold Water Therapy and any other activities provided by Supporting Dreams (or any other events held by Cathy Ward), have inherent dangers and risk including but not limited to the potential for serious personal injury [including both physical and mental injury] or death.
- Injury may result not only from your actions but from the action, omission or negligence of others.
- The injuries and potential cause of injury described in these terms are not exhaustive and there are other known, unknown or unanticipated risks that may result in injury, illness or death.
- Although Supporting Dreams (Cathy Ward) takes steps to reduce the risk and increase the safety of all activities-
- You are personally responsible for your preparation prior to Breathwork, Cold Water Therapy and any other activities, your concentration and attention during any activity, as well as your post activity rest and recovery.

You are participating in Breathwork, Cold Water Therapy and any other activities voluntarily at your own risk and responsibility.

- You may need to stop participating in Breathwork, Cold Water Therapy and any other activities at any time and you may be directed to stop by Supporting Dreams (Cathy Ward) if you display any noticeable signs of distress.
- You are responsible for safeguarding your personal belongings and valuables during Breathwork, Cold Water Therapy and any other activities with Supporting Dreams (or any other events held by Cathy Ward).
- In entering into this agreement, you are not relying on any oral or written representation or statement made by or on behalf of Supporting Dreams (Cathy Ward) with respect to the safety of Breathwork, Cold Water Therapy and any other activities other than what is set forth this agreement.

LIABILITY FOR PROPERTY

- a) You should not bring any personal property of value to Supporting Dreams (or any other events held by Cathy Ward) and you are responsible for the care of your property. To the extent permitted by law, Supporting Dreams (Cathy Ward) is not responsible for any loss or damage to your personal property.
- b) If you cause damage to any equipment or other's belongings, you agree that you are liable to Supporting Dreams (Cathy Ward) for it's cost of repair or replacement.

RELEASE AND INDEMNITY

- a) Supporting Dreams (Cathy Ward) is entitled to ask you to agree to exclude, restrict or modify its liability for death or personal injury suffered by you on our premises, or from the use of our facilities or equipment or participation in our activities.
- b) If you accept this agreement, you agree to release Supporting Dreams (Cathy Ward) from liability if you are killed or injured, with the result that compensation may not be payable in relation to your death or personal injury.

c) Supporting Dreams (Cathy Ward) may refuse to provide you with the services if you do not agree to modify your rights by accepting this agreement. Even if you accept this Agreement, you may still have further legal rights against Supporting Dreams (Cathy Ward)

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR-TRADING ACT 2012

Under the Australian Consumer Law [Victoria], several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier names on this form is required to ensure that the recreational services apply to you

- Are rendered with due care and skill
- Are responsibly fit for any purpose which you, either expressly or by implication, make known to the supplier
- Might reasonably be expected to achieve any result you have made known to the supplier

Under section 22 of the Australian Consumer Law and Fair-Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because of the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Act 2012.

AGREEMENT

In consideration of activities with Supporting Dreams (or any other events held by Cathy Ward) allowing you to participate in Breathwork, Cold Water Therapy and any other activities, you hereby warrant, confirm and agree as follows:

- Except for liability for recklessness, gross negligence of deliberate harm, which cannot be excluded under the Competition and Consumer Act 2010 [Cth] of the Australian consumer Law and Fair Trading Act 2012 [Vic], to waive any and all claims that you have or may have in the future against Supporting Dreams (Cathy Ward).
- Any and all liability for any personal injury or death you may suffer, as a result of your participation in Breathwork, Cold Water Therapy and any other activities due to any cause whatsoever including negligence, breach of contract or breach of any other statutory or other duty of care on the part of Supporting Dreams (Cathy Ward) and including the failure on the part of Supporting Dreams (Cathy Ward) to protect you from the risk, danger and hazards of activities.
- To the extent permitted by law, to indemnify and release Supporting Dreams (Cathy Ward) from any liability it has or may have in the future for any loss or damage to the extent that it is beyond the loss or damage that is reasonably foreseeable as a result of engaging in Breathwork, Cold Water Therapy and any other activities with Supporting Dreams (or any other events held by Cathy Ward).
- To the extent permitted by Law, to release and indemnify Supporting Dreams (Cathy Ward) of any liability for any loss of property or property damage.
- To release and indemnify Supporting Dreams (Cathy Ward) from any and all liability or costs incurred in relation to medical costs, emergency transportation and litigation resulting from your personal injury or death,

and arising from your participation in Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward).

- You are not aware of any physical, mental, emotional or medical condition/s that would prevent you from undertaking or may be aggravated by participating in Breathwork, Cold Water Therapy and any other activities provided by Supporting Dreams (or any other events held by Cathy Ward).

- You will honestly represent your level of fitness, health, nutrition, use of medication, medical history, current physical, mental or medical condition to Supporting Dreams (Cathy Ward).

You will follow all instructions from Supporting Dreams (Cathy Ward), or any of its facilitators or representatives) during activities, including instructions to cease participation in Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward).

- You will inform Supporting Dreams (Cathy Ward) immediately in the event that you feel any pain, discomfort, fatigue, nausea or any other symptoms that may occur or during immediately after Breathwork, Cold Water Therapy and any other activities.

- You warrant that you are an Ambulance Victoria Member and you consent to receive first aid and medical treatment by Supporting Dreams (Cathy Ward) in the event of an accident, injury or illness during Breathwork, Cold Water Therapy and any other activities held by Supporting Dreams (or any other events held by Cathy Ward).

SEVERABILITY

To the extent that anything contained in this acknowledgement and waiver is unenforceable, it shall be considered void and it is severed from these terms and does not otherwise affect the enforceability of the remaining terms

I confirm that I am above the age of eighteen [18] years old and that I have read and understand this acknowledgement and waiver agreement prior to signing. I am aware that by signing this document I am waiving certain legal rights.

Photography/Video/Content Authorisation and Release

By participating in Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward), I understand and agree of the following:

- Images, videos and other content may be taken during Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward) by any of its facilitator's, representatives, attendees or other civilians in the vicinity.

- Any of Supporting Dream's (Cathy Ward and her) facilitator's, representatives, attendees or civilians in the vicinity may share or post content captured to other's or to social media.

Supporting Dreams (Cathy Ward) and any of its facilitator's, representatives, attendees may use the content for their own personal use including to help publicise their business, projects, events. This may include use for external publications including on social media and websites.

- As an attendee, it is my duty to collect permission and authorisation in writing for any content I capture at or of Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward)

- Supporting Dreams (Cathy Ward) is not responsible for any other content captured of Breathwork, Cold Water Therapy and any other activities out of their direct control.
- Supporting Dreams (Cathy Ward) and any of its facilitator's, representatives, attendees would like to retain any images, videos or other content as part of their library for other education and promotional purposes consistent with its functions.
- I will not use any images, videos or other content taken during Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward) to bully, harass or cause any emotional/mental harm to anyone captured in the content.
- Supporting Dreams (Cathy Ward) has the right to ask me to remove or delete any content I have captured or posted of Breathwork, Cold Water Therapy and any other activities at Supporting Dreams (or any other events held by Cathy Ward) and I must act immediately to fulfil their request.

If you were born into this lifetime with female reproductive organs: If it is the time of, or within 3 days prior to your monthly* bleed during one of these events, we STRONGLY recommend you do not participate in any activating style of breathwork or cold water therapy. You do so at your own risk. If you have any concerns or need clarification around this feel free to direct message us or approach us on the day prior to the event.

Supporting Dreams (Cathy Ward) guarantees your personal information is safe.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will. I understand by submitting this form, there is the potential to be added to Cathy Wards/Supporting Dreams mailing list which can be exited at any time.

SIGNED.....