



# Standard Waiver for Practical Sword

Version 1.3 HHA

Version 1.1.1 Practical Sword



## Preamble

In 2026 Practical Sword Historical European Martial Art club requested to join HFA's insurance program. This waiver is a requirement of that insurance.

HFA requires that all clubs and organisations engaged in Historical Fencing or HEMA create a waiver for applicants to their events and activities. Furthermore many insurance providers, including insurance offered to HFA affiliates, require applicants to sign a waiver prior to participation.

The information provided on this sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate legislation. We recommend you seek legal advice in creating any waiver document derived from this one.

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## 1.0 Legislative Protections (Victoria)

### 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 named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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 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 Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

## 2.0 Understanding of Risk

I, the applicant, have been advised and understand that I am engaging in a Martial art which involves the use of steel swords, sword simulators, and other weapons.

I am aware of my obligations for sword use and ownership under appropriate State and Federal legislation. If practicing in Victoria I understand that I am not eligible to participate if I meet the criteria of a "Prohibited Person" as described in the Victorian Firearms Act (1996)

I Understand that:

1. Historical European Martial Arts (HEMA) and Historical Fencing is a full-contact combat activity and may involve risk and dangers of bodily harm, serious injury, and temporary incapacity.
2. Any person training or competing in events by arrangement of this organisation, including workshops, tournaments, demonstrations, or other activities, does so on the understanding that they do so entirely at their own risk.
3. These risks include the use of steel and other training weapons and unarmed techniques which may impact on the head and other parts of the body during training.
4. I understand that the cause of risks may be my own actions/inactions, or those of other participants.

I accept all risks and responsibility for losses, damages, and other costs which I may incur as a result of my participation in Martial Arts and training activities.

I understand that other risks and/or losses, social and economic, may occur which may not be known to me at this time.

### 3.0 Medical Conditions

I warrant that I am in good health and appropriate physical condition to participate in the Martial Art and Sports activities undertaken by the organisation, and that I am not presently receiving treatment from any disorder or injury which would render it unsafe to take part in those activities.

I further warrant that I have provided information on any pre-existing medical condition which may affect my training, and if I believe conditions to be unsafe I will immediately discontinue participation.

I also grant full permission for designated staff in the Organisation to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care, including transport to a medical facility as deemed necessary.

### 4.0 Conduct

I, the Applicant, agree that I will abide by any Code of Conduct or Rules of the organisation (see <https://www.practicalsword.com/policies-and-safety.html>), and acknowledge that any failure to abide by those rules may result in temporary or permanent expulsion from events or the organisation.

I agree that I am in no way qualified or authorised to teach this Martial Art publicly or privately in any way whatsoever on behalf of, or representing the organisation without authorisation of the organisation.

### 5.0 Media and Photography

I am aware that the organisation may run, or by arrangement be included in, activities or events conducted in facilities open to the public, other organisations, and the media. By taking part in these events I understand that photographs, video, and other media recordings may be taken and made publicly available by the event organisers or other parties through use of social media, streaming services, advertising material, or other distribution channels.

I grant permission for any such media recordings or streams to be made available in their original, edited, or modified format, including for sale or gain by the organisation or third parties, without remuneration or compensation. I waive all rights to any recordings made by others without condition.

For under 18's students only (to be completed by parent or guardian):

- I give my permission for recognisable photographs of my child to be taken.
- I DO NOT give my permission for recognisable photographs of my child to be taken.

## 6.0 Emergency Contact Details

Please list one to two emergency contact details of people we can contact in event of an emergency or incident.

Student Name		
Emergency Contact Name #1		
Phone		Relationship to student
Emergency Contact Name #2		
Phone		Relationship to student

## 7.0 Waiver and Indemnity Agreement

Along with my executors, administrators, dependents and other personal representatives, I hereby absolve and indemnify the provider and all their servants, agents, employees and other students or persons under the providers control (the "indemnified") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of myself, dependents or other participating persons, including first-aid and medical assistance; and I further agree that I will indemnify, save, hold harmless, any such persons in the event of any litigation expenses, fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this agreement and fully understand its terms. I have signed it freely, either physically or digitally, without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Student Name*			
Guardian name (if applicable)*			
Signed * (student or guardian)		Date	
Name of Witness			
Witness Signature		Date	
* This contract must be signed by a guardian if the Applicant is under the age of 18.			

## APPENDIX A: Version Control

Version	Date	Author	Changes
1.0	23/4/26	Adrian Whitehead	First Version (based on Historical Fencing Australia Incorporated version 1.3 18/2/2025)
1.1.	25/4/26	Adrian Whitehead	Addition of emergency contact section, minor errors removed, added DAH logo
1.1.1	9/5/26	Adrian Whitehead	Added under 18 options for refusing identifiable photos, fix a spelling mistake.