

# Course T & Cs and Disclaimer

Important.

All course attendees must read, understand and agree to our Disclaimer and Terms and Conditions. Upon booking a course/purchasing manuals, this will confirm you have read and agreed to our Disclaimer and Terms and Conditions.

The following terms, conditions and disclaimers relate to your participation in any of SisterShip Training Pty Ltd's (SST) events, seminars or training and the manuals/books, handouts/advice they provide in any shape or form.

These terms and conditions and disclaimers are relevant to all SST events including face to face courses and online, and self-paced learning.

For the purposes of this disclaimer/T&C, and since registrants usually only register for only one event at a time, all events, seminars, and courses will be referred to as the "Course."

By registering for the Course, you (the "Attendee") signify your acceptance of and obligation to these terms and conditions, and disclaimers. If you have any objections to the following Terms, Conditions and Disclaimers you should not register for or attend a Course.

## Attendee Conduct

SST requires all Attendees to be professional and respectful to our staff, location hosts, speakers, and other attendees throughout the Course, even during non-scheduled downtime and breaks. SST reserves the right to ask the Attendee and/or their guests to leave the conference room/online course immediately should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of alcohol or any illegal substance. In such case, the Attendee's tuition/fees for the Course will NOT be reimbursed under any circumstances and they will NOT receive any future products, services or correspondence from SST. Any Attendee who is asked to leave the Course will not receive any of SST's advertised bonuses or qualify for any offered satisfaction guarantee or any other written or implied guarantee.

## Liability Waiver

While we take every possible measure to ensure the safety of all Attendees at the Course, we cannot control every circumstance. The Attendee is legally responsible for their safety and any belongings and agrees to, and will be held legally liable for the following statements:

I, the willing Attendee of the Course, hereby accept all risk to my health and of my injury or death that may result from participating in the Course and I hereby release SST and their officers, employees, interns, contractors, sponsors and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation at the Course, whether caused by the negligence of SST, its governing board, officers, employees, or representatives or otherwise. I further agree to indemnify and hold harmless SST and all employees/contractors/officers and any third-party company from

liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Course.

Under no circumstances will SST or employees/contractors/officers of SST be held liable for my injury or death or any loss or damage of my personal belongings resulting from my participation in the Course. Should I require emergency medical treatment as a result of an accident or illness arising during my attendance and participation in the Course, I consent to such treatment. I acknowledge and agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify SST verbally and in writing if I am at any time injured prior to, during, or after the Course in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that SST is not legally obligated to act on that information in any way or to provide any medical service whatsoever to me. I agree that if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in the Course that I will notify SST in writing and that SST retains the right to ask that I not participate in portions of or the entirety of the Course.

#### Liability Disclaimer: No Professional Advice

The information contained in or made available by SST, and the SST's officers, employees, interns, contractors, sponsors, speakers, representatives, or any third-party during the Course or on their websites or services they provide cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, mental, financial, medical, psychological, legal ethics, or legal fields.

#### Confidentiality and Non-Compete

Attendee hereby understands that the tools, processes, strategies, materials and information presented in the Course are confidential, copyrighted, and proprietary to SST and agrees not to record, duplicate, distribute, teach or train from the Course materials in any manner whatsoever without the express written permission of SST. Any unauthorised use or distribution of these proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and SST will pursue legal action and full damages if these terms are violated in order to protect its rights.

#### Audio/Visual Rules and Release

Attendee understands that portions of the Course's live events may be recorded in video and audio and/or captured in still and/or digital photographs by SST. Attendee agrees that SST and its assigns have the right and permission to use such recordings and photographs should they include Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Attendee. Attendee understands and agrees that all recordings from SST events are the exclusive rights of the SST and Attendee does not ask for or expect compensation for the use of recordings or photographs in which Attendee appears or speaks. SST owns all rights of any audio, video, and/or photograph captured during the SST's Courses or at any of SST other live events.

#### Privacy Policy and Terms of Use

By visiting our website [www.sistershiptraining.com](http://www.sistershiptraining.com) and FB page SisterShipTraining/Boat Licencing, and participating in the Courses, Attendees acknowledge and agree that they are subject to the Privacy Policies and Terms of Use and Disclaimers of the promoter and SST.

### Cancellation Notice

Attendees may send a substitute Attendee at any time by providing reasonable advance notice to SST. Attendees are responsible for their own travel and accommodation expenses.

### Refunds

Refunds for the Courses will only be made if the course is cancelled completely. If the course is postponed the attendee will be refunded, if the dates unsuitable, minus materials costs, postage, and booking fees.

Cancellation of course booking must be made in writing (14) days prior to the scheduled Course. A \$50 administrative fee will be charged for all refunds plus materials, postage, and booking fees. The cancellation fee will be deducted directly from the refund.

If SST cancels a Course for any reason, Attendees will receive a refund. SST is not responsible for nor will it reimburse any travel/accommodation expenses the Attendee has incurred in the event of a cancelled Course.

SST postpones or reschedules a Course for any reason and the Attendee is unable or unwilling to attend on the rescheduled date, the Attendee will receive a refund minus materials, postage costs, and booking fees.

SST is not responsible for any loss or damage as a result of a substitution, alteration or cancellation, postponement or rescheduling of a Course. SST shall assume no liability whatsoever in the event this Course is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of this Course impracticable, illegal or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergencies.

Please note that while speakers and topics were confirmed at the time of publishing, circumstances beyond the control of SST may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, SST reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to the Attendees whatsoever. Any substitutions or alterations will be updated on SST's web page as soon as possible.

### Safety Disclaimer

We've taken every effort to ensure we accurately represent our Course and its potential to help Attendees learn to be safer on the water. However, there is no guarantee with our Courses, you yourself are responsible for your safety and knowledge. This Course provides only general advice.

The Attendee's level of success in attaining the knowledge discussed in our Courses is dependent upon a number of factors including the Attendees skill, knowledge, ability, dedication, seamanship skills, practice, and on-going study. Because these factors differ according to individuals, SST cannot guarantee Attendee's level of success, safety, or knowledge attained. The Attendee alone is responsible for their actions onboard any vessel.

To be clear: You, the Attendee, alone are responsible and accountable for your decisions, behaviours, actions, and your safety in and around boats or any water activities. You are the skipper you are responsible, by your participation in the SST's Course, you agree not to attempt to hold us, SST, liable for any decisions, behaviours, actions or results that you make or experience in your boat or any persons boat due to your participation in this Course at any time, under any circumstance.

For correspondence, contact:

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Brogo,

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[support@sistershiptraining.com](mailto:support@sistershiptraining.com)

## Review and Jurisdiction

These Terms and disclaimers will be governed by and construed in accordance with the laws of Australia. Attendee agrees that any dispute that arises out of or relates to these Terms, Conditions and Disclaimers will be resolved via legally binding arbitration in the State of NSW Australia at a time and location convenient to SST. If any of these Terms, Conditions and Disclaimers are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions.

## Updates

These Terms, Conditions and Disclaimers are subject to change at any time and at the sole discretion of SST. Please visit our websites regularly for updates. Last updated on 6th June 2021.