



# Training Registration Terms and Conditions

## Training Registration

### Cancellation Policy

If Cancellation occurs prior to 30 days of the course date, a \$50 service charge will be deducted from the refund. Bank details must be supplied to TACT Training for the refund to occur.

If cancellation occurs within 30 days of the course date, no refund will be made. TACT Training will allow a Participant replacement, however TACT training must receive all participant information 7 days prior to course date. All materials that have been posted must be handed over to the New Participant that is attending at the responsibility of the organisation sending the participant. Participant replacement/swap will not be allowed within the 7 days out from the course date.

All cancellation must be provided in writing to TACT at [admin@tacttraining.org.au](mailto:admin@tacttraining.org.au)

If the course must be cancelled due to illness of an Instructor or another unforeseen event, TACT Training will offer to run the same course at a later date or refund the amount paid.

### Confirmation and Payment

Confirmation of your registration will be emailed to you when your form is received. A tax invoice with payment options will also be sent to you. All amounts charged by Tact Training are in Australian Dollars (\$AUD). Pre-course reading materials and information will be sent approximately three weeks before the training. Please notify Tact Training if you have not received the materials within 10 days of the course.

### Accommodation and Travel

Participants are responsible for making their own arrangements. We recommend that you do not make any travel arrangements until you have received written confirmation that you are registered for the training. For all enquiries, please contact Tact Training on 0481 275 145 or email [admin@tacttraining.org.au](mailto:admin@tacttraining.org.au)

### Participation Guidelines

*NOTE: Before signing this application, you must review the following Guidelines for safe participation in physical activity training.*

### Safe Participation in Training

We want to reduce the risk of injury for participants during our training as well as set reasonable guidelines for accredited trainers in their own agencies in order to reduce the risk of injury for staff members and children. We ask that you consider the following risk factors and participate in the TCI training according to your own level of physical fitness. You will need to calculate your Body Mass Index (BMI) in order to complete this assessment. You can use the following web site to estimate your

BMI: [https://www.nhlbi.nih.gov/health/educational/lose\\_wt/BMI/bmicalc.htm](https://www.nhlbi.nih.gov/health/educational/lose_wt/BMI/bmicalc.htm)



# Training Registration Terms and Conditions

## No Physical Restraint Training

If you have one of the following conditions, you should not participate in any physical activity that requires twisting and turning, manoeuvring to the floor, or extreme exertion. You may participate in protective interventions if you and your physician determine that you are not putting yourself or others at undue risk. We reserve the right to request medical verification of your ability to participate in the category of physical activity you self-declare on the application.

- Pregnancy\*
- Back or knee problems
- Cardiopulmonary conditions
- Recent surgery
- Osteoarthritis
- Osteoporosis
- BMI over 35\*\*

\*Please note that if you are pregnant, you will not be allowed to participate in any of the physical activities.

\*\*If your BMI is over 35 and you wish to participate in the full physical restraint training, the following conditions should be met:

- You adhere to a regular fitness/workout routine
- Your blood pressure is within normal range (with or without medication)

I attest that I have read the above Guidelines and I am physically capable of sustained, intense exertion and have no physical disability or condition (e.g., recent surgery, back or knee problems, obesity, heart condition) that would prevent me from participating in the physical restraint techniques and exercises (such as dropping repeatedly to knees, supporting another adult's weight, twisting and turning manoeuvres, intense physical exertion, etc.) required to complete the course entitled Train the Trainer in Therapeutic Crisis Intervention and all update programs OR I have sought advice from my physician and I will participate in protective interventions only. I understand that these activities are strenuous.

I acknowledge and assume the risks associated with strenuous physical activities and any accident that may occur during my participation in such activities. I also understand that TACT, Cornell University and the Residential Child Care Project has no responsibility to make an independent assessment of my physical capability to participate in the Train the Trainer in Therapeutic Crisis Intervention course and all update courses. If I have any questions or reservations about my physical capability to participate, I attest that I have consulted my own physician and initialled the category of activity below that best applies to my ability.

- Below on the Indemnity and Release, please choose which physical interventions your agency uses and you are requesting to participate in.
- Please remember that you should only be requesting certification in skills that you previously held a certification to train, and that your agency policies support.

*NOTE: regardless of the physical activities you choose, all prevention, de-escalation, safety, and recovery material will be covered in the training.*



# Training Registration Terms and Conditions

## Indemnity and Release

You acknowledge that you are aware of the physical and strenuous nature of the Train the Trainer in Therapeutic Crisis Intervention course and all update courses (**TCI Course**) and the risks inherent in such physical activities, including the risk of injury and/or illness that may occur (i) from your participation in the TCI Course, (ii) from subsequent training you provide and (iii) from you or your employer's implementation of the TCI Course methods in future. You warrant that by proceeding, you have adequate insurance to protect your needs in the event of an injury and/or illness.

To the extent permitted by law, including the Australian Consumer Law, in consideration of our acceptance of your application and attendance at the TCI Course, by accepting these Terms and Conditions you agree:

- (a) To assume all risks relating to your participation in the TCI Course, including (i) the inherent risks associated with the physical nature of the course, hands-on training and any use of the facilities and equipment of ours and/or Cornell University to which you may be exposed as part of the TCI Course, (ii) all subsequent training you may provide involving TCI Course methods and (iii) all other implementation of the TCI Course methods by you or your employer;
- (b) To maintain:
  - (i) Compliance with any relevant public health orders made under the *Public Health Act 2010* (NSW) or other equivalent legislation in the relevant jurisdiction;
  - (ii) Compliance with all TACT policies and procedures regarding matters related to (b)(i);
  - (iii) Compliance with all third party policies and procedures regarding matters related to (b)(i) when attending third party premises for the purposes of this course;
- (c) To release, indemnify and hold harmless TACT, our officers, employees and agents from any and all claims, demands, actions, liabilities, injuries, illness, damages or costs of any nature which are in any way related to, or arise out of (i) your attendance at the TCI Course, (ii) all subsequent training you may provide regarding TCI Course methods and (iii) all other implementation of the TCI Course methods by you or your employer; and
- (d) That you have entered into this agreement voluntarily and fully understand and agree to be legally bound by all of the terms set out in these Terms and Conditions.

*In these Terms and Conditions:*  
*'You, your, I'* means the participant in the TCI Course  
*'We, our, us'* means TACT.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Name of participant (please print)

\_\_\_\_\_  
Date

- No Physical activities
- Protective Interventions (Releases)
- Standing Restraint
- Seated Restraint
- Small Child Restraint
- Supine Restraint
- Prone Restraint