

COVID-19 DISCLAIMER

The Royal Australasian College of Surgeons (RACS) is committed to ensuring that its stakeholders health and safety is the top priority of running any educational activities, which includes adhering to any local, state, and federal laws, policies and restrictions, both in Australia and New Zealand, imposed on us, you and any of our venues. Due to the complex and evolving nature of these laws and restrictions, as well as RACS' capability to adhere to them, the delivery format and procedures of these courses, including their delivery in entirety, is not guaranteed.

By signing this disclaimer, you, the Participant, accept and acknowledge that:

1. Due to RACS' requirements to comply with both Australian and New Zealand laws, policies and restrictions, its capability to deliver courses, as well as the delivery format and procedures of those courses, may be affected at any time leading up to their delivery.
2. Registering and producing payment for a course does not guarantee that RACS will provide the course to the Participant. RACS, may in its absolute discretion, withdraw a Participant from a course or cancel a course at any time leading up to the event. If a Participant is withdrawn from a course or the Participant's course is cancelled, the Participant will be entitled to a reimbursement of the course registration fee.
3. Where a Participant seeks a reimbursement which relates to a separate and discrete course or component, for which a separate and discrete fee is payable, RACS may reimburse the Participant the applicable fee for the affected course or component.
4. RACS cannot guarantee any aspect of the course's administration, including but not limited to, the venue, time, and delivery format of the course. If a course is postponed, the Participant will be entitled to a reimbursement of the course registration fee.
5. Notwithstanding any contradictory clause, if any published changes are made to the delivery format and procedures of the course at any time after the publication of the RACS COVID-19 Event Safe Strategy and before the start date of the course, which the Participant, for whatever reason, believes could negatively impact their performance on the course assessment (if applicable), or ability to attend the course, he/she will be entitled to withdraw from the



course prior to its start date, and receive a reimbursement of the course registration fee.

6. Where a mandatory course assessment is undertaken by a Participant, it will be undertaken and assessed against the requisite standard(s) and level of competency as previously established by applicable RACS policies and guidelines.
7. Where a Participant seeks a reimbursement, RACS will make every effort to reimburse the Participant as soon as possible after receipt of a claim (on any required form or via any required electronic modality) however, RACS cannot and does not guarantee any time frame in which such reimbursements will be finalised.
8. Reimbursement of course fees to a Participant must be made out to the same Bank Account/Credit Card on which the payment was made.
9. The Participant agrees that RACS' total liability for any cancellation of, any change to, any disruption of, or any inability to conduct the course (in full or in part) is strictly limited to a refund of the course fee.
10. Outside of the Participant's registration fee, RACS is not responsible for any costs incurred by the Participant due to cancellation, changes to, disruption of or inability to conduct the course. This includes, but is not limited to, flights, transportation, accommodation, and any other fees and charges. The Participant agrees to release RACS from all or any further claims arising from any such eventualities.
11. RACS will endeavour to publicly communicate any changes made regarding the course as soon as practicable, it is the Participant's responsibility to be aware of such changes and act accordingly.

By signing this disclaimer, I _____, as the Participant, acknowledge and agree to these terms and conditions, and accept any risks or costs contained herein.