



Participation Registration & Waiver Form

PARTICIPANT DETAILS

First name:	Surname:	
Address:		
Suburb:	State:	Postcode:
Phone:	Email:	
Date of Birth:	Gender: (M / F)	

EMERGENCY CONTACT DETAILS

Name:	Relationship:
Phone:	Email:

CONTRACT CONDITIONS FOR USE OF AV FACILITIES

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND THE FAIR TRADING ACT 2010 (WA) ("RELEVANT LAW")

Under the Relevant Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this contract 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
- may reasonably be expected to achieve any result you have made known to the supplier.

To the extent permitted under the Relevant Law, the supplier can ask you to agree that these statutory guarantees do not apply to you. If you sign this contract, you will be agreeing that your rights to sue the supplier under the Relevant Law 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 contract.

NOTE: The change to your rights, as set out in this contract, does not apply if your death or injury is due to an act done, or omission made by the supplier, with reckless disregard, with or without consciousness, for the consequences of the act or omission.

All capitalised terms used in this contract have the meaning given to the terms below, unless the context requires otherwise:

"Activities" means any use of the Facilities for recreational activities including bouldering activities and functional movement and weights activities.

"AV" means Adrenaline Vault Pty Ltd (ACN 616 932 060), and includes its officers, employees, agents, contractors, instructors or guides, and being the supplier named in this contract.

"Child" means a person under the age of eighteen (18) years.

"Facilities" means the premises situated at Unit 1, Unit 2 and Unit 3, 72 Robinson Avenue, Belmont in the State of Western Australia and all the equipment, climbing walls, and all and every other piece of equipment belonging to AV located on those premises.

"Personnel" means the instructors and/or coaches employed by AV to assist with the participation in and performance of the Activities.

1. I certify that:

- I am over the age of eighteen (18) years, I am entering into this Contract in my personal capacity, and I am not under any legal or other disability; or
- I am a parent or legal guardian of a Child who will be performing and participating in the Activities, and the Child is not under any legal or other disability.

2. I understand that as a result of the Relevant Law implied into this contract, I or my Child will have the benefit of certain warranties which cannot be excluded, restricted or modified and in particular warranties that:

- the services to be supplied by AV will be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for which the purpose they are supplied, and
- where I make known to AV, expressly or by implication the particular purpose for which I or my Child require the services or the result I or my Child desire the services to achieve, the services and any material in connection with those services will reasonably be expected to achieve that result, except where the circumstances show that I do not rely, or it is unreasonable for me to rely, on those skills or judgement of AV.

3. Except to the extent permitted under the Relevant Law and to the extent that I have the benefit of those warranties, I hereby:

- waive any or all rights and any claims resulting therefrom that I or my Child may now and in the future have against AV; and
- release AV from any and all liability whatsoever, for any personal injury, death, property damage or loss sustained by me as result of my participation in Activities provided by AV, or of my use of the Facilities, due to any cause whatsoever, but excluding negligence at common law on the part of AV.

4. I acknowledge and agree that I or my Child will at all times use the Facilities and participate in the Activities at my or my Child's own risk.

5. I am aware that Activities at the Facilities are physically demanding, and that all Activities operate without the use of ropes and harnesses and without any assistance from AV.

6. I acknowledge and agree that my participation in the Activities and my or my Child's use of the Facilities, in addition to the usual inherent risks, have certain additional dangers which may include the following or a combination of any or all of the following:

- physical exertion for which I am or my Child is not prepared;
- the use of climbing equipment which if used incorrectly, will fail to perform its designed purpose; and
- various physical injury, with some resulting in death or serious disability.

7. I accept all risks associated with the Activities and acknowledge that the enjoyment and excitement of the Activities is in part derived from the inherent risks incurred by participation in an activity where risks are greater than the accepted safety of life at home or at work.

8. Prior to participating in any Activities, I must disclose to AV all relevant information about my or my Child's health and capabilities including any pre-existing or previous injuries or medical conditions that may affect either my, my Child's or any other participant's safety at the Facilities. I acknowledge and agree that if I fail to disclose this information, AV and its Personnel will not be able to take appropriate action to limit the risk of harm to myself or others.

9. I declare and warrant that I am or my Child is medically fit to conduct Activities at the Facilities.

10. I acknowledge and agree that AV and its Personnel are not able to provide me or my Child with medical advice in relation to any of my medical conditions. If there is any reasonable doubt about any medical or other condition that I or my Child may have, I will, at the request of AV or its Personnel, seek medical clearance from my or my Child's medical practitioner.

11. When using the Facilities for any Activities, I agree to or I agree to ensure to have my Child:

- (a) comply with all directions given by AV and its Personnel;
- (b) comply with any and all rules and instructions displayed at the Facilities;
- (c) not to participate in any such Activities at the Facilities while affected by alcohol and/or drugs;
- (d) leave the Facilities immediately in the event that I am or my Child is requested by AV or its Personnel because of any non-compliance with this clause or any of the rules and instructions displayed at the Facilities; and
- (e) indemnify AV against any losses, costs, damages, expenses and liabilities suffered by AV to the extent caused or contributed to by me or my Child as a result of or in connection with any non-compliance with this clause.

12. In entering into this contract, I am not relying on any oral, written or visual representations or statements by AV and/or its Personnel or any other inducement or coercion to participate in the Activities, and do so of my own free will.

13. I acknowledge that AV may use the information I provide to advise about, and assist, with my or my Child's adventure and climbing interests. AV is not permitted to trade, rent or sell my or my Child's information without my prior consent which I agree not to unreasonably withhold.

14. I acknowledge that for security purposes, AV uses video and audio surveillance equipment to monitor the Facilities on a 24 hour basis.

15. I acknowledge and confirm that by either signing the paper copy of this contract or by ticking the "acceptance box" on AV's website and electronically signing this contract ("Acceptance"), I have read and understood:

- (a) the terms of this contract and accept the terms of this contract prior to signing it and agree this contract will be binding upon my or my Child's heirs, next of kin, executors and administrators; and
- (b) if applicable, the terms and conditions of my membership with AV which may be accessed at <http://adrenalinevault.com.au/wp-content/uploads/2017/12/AV-Membership-Agreement-111217.pdf> and agree to follow and be bound by them.

16. I confirm that I have been given the opportunity to seek legal advice regarding the contents of this contract and if applicable, the membership terms and conditions and by my Acceptance, I acknowledge that I have obtained, or have waived my right to obtain, such legal advice before proceeding.

17. This contract commences on and from the date of Acceptance and continues, until terminated in writing as agreed between both parties. I acknowledge and agree that this contract remains in effect for all of my or my Child's subsequent visits at the Facilities.

18. This contract shall be governed in all respects by and interpreted in accordance with the law in force in the state of Western Australia and both parties submit to the non-exclusive jurisdiction of the courts of Western Australia, and the courts of appeal therefrom.

19. Lead climbing and belaying - Assumption of risk

Adrenaline Vault recognises that lead climbing has an inherent danger of serious personal injury or death. Participants of lead climbing activities should be aware of and accept these risks and be responsible for their own actions. If you do not wish to accept these risks, then do not sign this assumption of risk and do not use these facilities. Adrenaline Vault Management and staff reserve the right to revoke lead climbing permission if they believe participants are acting in an unsafe manner or if they believe the participants climbing equipment is unsafe.

- I am aware that your facility(s) in addition to usual and inherent risks have certain additional dangers, which may include:
- Physical exertion for which I am not prepared (please check with your physician before engaging in this strenuous activity)
 - The use of climbing equipment, which if incorrectly used could fail to perform its designed purpose.

I accept all the inherent risks of the proposed activity and I acknowledge that the enjoyment and excitement of the activity is derived in part from the inherent risks incurred by participation in an activity where risks are greater than the accepted safety of life at home or work. In entering into this agreement, I am not relying on any oral, written or visual representations or statement by the gym or their staff or any other inducement or coercion to participate in the activity, hence only of my own free will.

In addition to the normal risks involved in top rope climbing, I am aware of the added risks involved in Lead Climbing:

- I understand that the gyms take no responsibility for the condition of my personal climbing equipment including the type, age and condition of my rope, harness and belay device.
- I agree to apply the techniques taught by the gyms for safe indoor lead climbing, and agree to abide by the rules, warnings and guidelines for lead climbing on display in the facilities.
- I am aware that an Indoor Lead Climbing and Belaying and Proficiency Test does not test my ability to Lead Climb outdoors, and that climbing on outdoor rock requires skills of protection placement that cannot be fully taught on indoor walls.

Participant's signature:

Date:

Parent/Guardian's signature:

Date:

Provider's signature:

Date: