

WAIVER FORM AND RELEASE



This is a legal document that must be completed in full, in BLOCK LETTERS, otherwise use of recreational services will not be permitted.

1 Studley St. Abbotsford 3067
p/f 9416 2508
thelacticfactory.com.au
ABN 90 114 311 312

I,, as a prospective member of The Lactic Factory Pty Ltd (The Lactic Factory) or as parent/legal guardian on behalf of my child who is under 18 years of age, wish to utilize the rock climbing recreational services (recreational services) supplied by The Lactic Factory to its patrons. I understand that my/my child's use of the recreational services supplied by The Lactic Factory as set out herein:

1. I understand that this is a legal document that affects my rights or my child's rights.
2. I acknowledge that the activities I wish to engage in are adventure sports and recreational activities that involve a significant degree of physical exertion and a degree of physical risk.
3. I am undertaking these activities for the purpose of recreation, enjoyment and leisure.
4. I am informed and acknowledge that rock climbing is an inherently risky activity involving unpredictable and unforeseeable risks of harm, which includes death or personal injury.
5. I/I on the behalf of my child willingly assume the risk of participating in the recreational services supplied by The Lactic Factory.
6. I have provided The Lactic Factory with all relevant and necessary information that relates to my/my child's physical health and capacity to participate in strenuous exercise.
7. I understand that if The Lactic Factory is not provided with all relevant and necessary information about my/my child's health and capacity it will not be able to fully appreciate the risk of harm to me/my child in providing instruction and in allowing me to participate in the recreational services.
8.
 - a. I have read the displayed and posted copy of the 'Lactic Factory Rules' and have understood them.
 - b. In the event that any term of the registration conditions or any of the rules is written down or modified by operation of any statute or regulation these membership conditions and rules shall be construed and given effect to the extent possible having regard to such modification.
9. I agree to abide by/ensure that my child abides by the rules and to obey directions/ ensure that my child obeys the directions provided by an instructor employed by The Lactic Factory in relation to the recreational services supplied by it.
10. I agree to immediately notify The Lactic Factory upon sustaining/my child sustaining any injury whilst using the recreational services supplied by The Lactic Factory irrespective of the circumstances in which such injury was sustained and where requested by an employee of The Lactic Factory shall provide such notification in writing.

P.T.O.

11. In consideration of The Lactic Factory accepting my application for registration and permitting me/my child to use the recreational services supplied by The Lactic Factory upon payment of such fees which apply from time to time, I/on the behalf of my child hereby-
 - a. Assume all risk of any personal injury or death which I/my child may suffer whilst participating in the recreational services offered by The Lactic Factory at it's premises and
 - b. Release, discharge and hold The Lactic Factory, its director and employees harmless from any liability howsoever resulting from personal injuries or death suffered by me whilst participating in the recreational services offered by The Lactic Factory (including but not limited to injuries or death arising because the recreational services were not provided with due care and skill or were not reasonably fit for their purpose which resulted in a breach of a condition specified in Sections 32J or 32JA of the Fair Trading Act 1999 as indicated below in the attached Warning; and
 - c. Waive my rights to commence legal action against The Lactic Factory for any cause relating to my use and The Lactic Factory's supply of recreational services.
12. By signing this waiver form and release-
 - a. I expressly state that I have read this document and I fully understand and accept its contents;
 - b. I warrant that all of the information contained in this application is true and correct; and
 - c. I acknowledge that The Lactic Factory has relied on the accuracy of this information in registering me.

WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the **FAIR TRADING ACT 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions 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 fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made to the supplier.

Under Section 32M of **THE FAIR TRADING ACT 1999** the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under **THE FAIR TRADING ACT 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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 suppliers part. "GROSS NEGLIGENCE" is defined in the **FAIR TRADING (RECREATION SERVICES) REGULATIONS 2004**.

SIGNED.....DATE.....

As parent/legal guardian of