



DEFINITIONS

1. In this agreement the term:

1.1 “**supplier**” means [Brighton Recreational Centre].

1.2 “**the Activities**” means the fitness classes, gymnastics, child care, arts and crafts, holiday programs, birthday parties and all sporting, recreational activities and leisure time pursuits offered by Brighton Recreational Centre

1.3 ‘**you**’ and ‘**your**’ means the member as set out above and includes their heirs, successors, legal personal representatives and assigns.

1.4 “**Claims**” means any present or future, actual or contingent, claim, cause of action, complaint, liability, demand, cost or expense (including any legal costs or expenses) that any person has or might have in connection with or arising in any way from the Activities, whether or not the facts, matters or circumstances giving rise to that claim, cause of action, complaint, liability, demand, cost or expense are known to that person or to any other person at the date of this form.

ACKNOWLEDGMENT OF RISKS

2. You acknowledge the Activities are dangerous recreational activities and that by participating in the Activities you are exposed to certain risks. These risks include physical injury, mental injury, death, and the contraction, aggravation or acceleration of a disease (“the Risks”).

3. You agree to participate in the Activities with full knowledge of the Risks and so do at your own risk.

4. You acknowledge there are additional risks such as damage to personal belongings and personal belongings being lost or stolen.

5. You warrant you are in good health and free from any adverse medical conditions.

WAIVER AND RELEASE

6. In consideration of Brighton Recreational Centre consenting to your participation in the Activities you agree, to the extent permitted by law:

6.1 Brighton Recreational Centre, its employees, directors, agents, volunteers and associated entities are not liable to you for any personal injury, mental injury, death or contraction of disease because the Activities were not supplied with due care and skill or were not reasonably fit for their purpose; and



6.2 to waive the right to any and all Claims against Brighton Recreational Centre, its directors, employees, agents, volunteers and associated entities in relation to the Risks which may in any way arise from your participation in the Activities, attendance at Brighton Recreational Centre and participation in any other activity offered by Brighton Recreational Centre; and

6.3 to release, hold harmless and indemnify Brighton Recreational Centre its directors, officers, employees, agents, volunteers and associated entities from any liability, loss, damage and Claims in relation to the Risks which you may incur either now or in the future as a result of your participation in the Activities, attendance at Brighton Recreational Centre and participation in any other activities offered by Brighton Recreational Centre; and

6.4 to waive any Claims and hold harmless Brighton Recreational Centre in respect of any loss you may sustain due to your personal belongings being damaged or stolen.

7. This agreement shall bind your heirs, legal personal representatives, successors and assigns.

8. If any portion of this agreement becomes unenforceable, invalid or invalidated, then:

8.1 the unenforceable or invalid provisions shall be deemed to be severable; and

8.2 the balance of provisions of this agreement shall remain in full force and effect.

9. This agreement shall be governed by the laws of Victoria.

CONSENT TO MEDICAL SERVICES

10. You agree to pay the cost of and authorize Brighton Recreational Centre to take all steps it considers reasonably necessary in the event you sustain an injury, including the administration of any emergency medical treatment and ambulance transportation.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING REGULATIONS 2012

11. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees 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 reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and



might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** 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 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 supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

You have read and understood the terms of this agreement and are aware that by signing this agreement you are waiving certain legal rights.