



Terms and Conditions for Gymnasium Use (05/11)

I \_\_\_\_\_ (Print Full Name) acknowledge that this is a legally binding agreement and that I have read all the provisions and Terms and Conditions outlined below:

- 1 I am 16 years of age or older.
1.1 If I am under 16 years of age an adult will be present in the gym to supervise me at all times.
1.2 I will not do weight-based exercises unless I am 16 years of age or older.
2 I am aware that the use of the gymnasium and its facilities may involve strenuous activity and special risks. I am also aware that my presence on the premises or when I am adjacent there to also involves a risk of injury.
3 I hereby assume all risks associated with:
3.1 My use of the premises;
3.2 My presence adjacent to the premises; and
3.3 My use of the facilities;

and I release the City of Perth Surf Life Saving Club and its directors, employees, contractors, and agents (the "staff") from all liability or responsibility whatsoever in the event that I suffer personal injury, illness, loss of income, property damage or death, whether that injury or otherwise is caused by the negligent act or omission of City of Perth Surf Life Saving Club or its staff or any other person.

4 This agreement, by virtue of s.68B of the Trade Practices Act, hereby excludes the contractual terms that would otherwise be implied into this agreement by Part V, Division 2 Trade Practices Act 1974 in relation to any claims relating to personal injuries.

5 To the extent that the Fair Trading Act 1987 implies terms into this contract, those terms implied cannot be excluded. The City of Perth Surf Life Saving Club and the Member agree that all other terms, conditions and warranties implied by law, equity or statutes of the Commonwealth, or the State other than expressly included here-in are excluded from this Agreement. If it is established that the City of Perth Surf Life Saving Club has breached a condition or warranty of this Agreement the liability of the City of Perth Surf Life Saving Club shall be limited to the supplying of those services again; or the payment of the cost of having the services supplied again, whichever is the lesser and the City of Perth Surf Life Saving Club shall not be liable to the Member for any consequential or other loss whatsoever including but not limited to death, personal injury, damage to property (whether caused by the negligence of the Club or otherwise). The Member acknowledges that he/she has considered this limitation of liability and that he/she acknowledges that it is reasonable in the circumstances of the type of services to be supplied and performed by the City of Perth Surf Life Saving Club.

6 I agree to be bound by the rules and regulations regarding the use of the gymnasium. (Rules and Regulations - Attached)

7 I agree to conduct myself in an orderly and proper manner and not engage in conduct, which could cause harm, create a hazard or nuisance to other members.

8 I agree that I am in a good state of health and I am medically fit to use the gymnasium facilities and there is no medical reason to prevent me from proceeding with the use of the gymnasium facilities without endangering my health.

8.1 The City of Perth Surf Life Saving Club recommends all gym users, prior to commencing any gym program, see a medical professional to ensure they medically fit to exercise.

9 I agree to notify City of Perth Surf Life Saving Club to any important change in my health and fitness.

10 I agree not to use the gym when suffering from:

- 10.1 An infection, or
10.2 A contagious illness, or
10.3 A physical ailment, such as an open cut or sore, or
10.4 Where there is any risk, however small, to other members and guests.

11 I agree to use the facilities and equipment correctly, including adjusting levels or settings.

12 I acknowledge that I am responsible for any damage to the club facilities/equipment through a wilful act or negligence.

13 I acknowledge that the City of Perth Surf Life Saving Club did not manufacture and therefore cannot warrant the safety and suitability of the gymnasium equipment.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Guardian (if under 18) \_\_\_\_\_ Date \_\_\_\_\_



## **Rules and Regulations for Gymnasium Use (05/11)**

- 1 Gym users must be able to present their club membership identification tag/card on entry and when asked by another member of club office bearer.
  - 1.1 Failure to do so may mean access to the gym is denied.
- 2 Gym users can't bring non-members into the club, including the gym.
  - 2.1 Members found assisting non-members to obtain access to the gym or other club facilities/equipment (e.g. sharing access card) may have their membership cancelled.
- 3 Gym users must wear suitable attire, including enclosed sports shoes in the gym.
- 4 Gym users must use a clean towel when working out on equipment or mats.
- 5 Animals are not allowed in the club or gym at any time.