



## **WAIVER & RELEASE FOR USE OF CLUB GYM**

The Black Rock Life Saving Club Inc. (the club) is a not-for-profit volunteer based association. The club gymnasium area is available only by registered financial Senior members who are over 15 years of age. The club gymnasium is provided for use by members free of charge and unsupervised for recreational use. Prior to using the club gym, members must acquaint themselves with the risks involved, read and sign this Waiver & Release. An eligible member is not permitted to enter or use the gymnasium until a properly signed waiver has been received by the club Secretary. Any member under the 18 years of age must also have the permission of a parent or legal guardian indicated by them co-signing the Waiver & Release.

Under no circumstances must a club member

- allow non-members or Junior members to enter the gymnasium, participate in gym activities or to use gymnasium equipment;
- leave open or unsecured the security gate to the gym; or
- leave equipment (including weights) set up after they have been used. All equipment is to be returned to its designated place after use.

Any and all damage to gym equipment and facilities must be reported to a committee members as soon as it is observed by a gym user.

### **WARNING OF RISKS**

The member acknowledges that:

1. the Black Life Saving Club Inc provides gymnasium facilities free of charge to members as a recreational service provider and you use them as a recreational activity;
2. use of the club gym is unsupervised and other club members are not qualified or permitted by the club to offer any medical, gym equipment use, gym training or related advice;
3. you should seek medical advice from a qualified medical practitioner before undertaking any gym activities and to follow any advice provided by the doctor;
4. injuries or medical problems may arise if you undertake and participate in gym activities without obtaining advice from a qualified medical practitioner beforehand;
5. even if you obtain qualified medical advice, injuries or medical problems may arise through the use of gymnasium equipment, undertaking gym activities, or being within the gymnasium area;
6. if you are unfamiliar with the correct use of equipment, or the correct and safe way to exercise or undertake activities, you will obtain professional advice from a properly qualified personal trainer before commencing;
7. injuries may occur to you due to the activities of others if you are in or near the gym area, even if only as an observer;
8. if used at gymnasium, your property may be damaged or you may damage the property of another participant or observer;
9. there may be inadequate facilities for treatment or transport if you are injured while undertaking gym activities;
10. it is not recommended, and you increase your risk, if you use gymnasium facilities alone as no immediate assistance will be available to you if you injure yourself;
11. the front door of the clubhouse is self-closing and self-locking. This may restrict entry of others if you injure yourself or become incapacitated during use of the gymnasium;
12. not all hazards and dangers can be foreseen;
13. given these risks, you agree to enter and/or use the club gymnasium facilities and equipment totally at your own risk and responsibility;
14. you agree to indemnify the Black Rock Life Saving Club Inc. against any and all damages, actions, claims, judgements, cost of litigation and legal fees that may result from your use of, or presence in and near, the club gymnasium, including damage to club equipment and owners property; and
15. you authorize club members to act for me according to their best judgement in any emergency requiring medical attention. All medical expenses incurred will be your responsibility.



## RELEASE AND INDEMNITY

- A) I UNDERSTAND THE RISKS ASSOCIATED WITH UNDERTAKING ACTIVITIES, USING EQUIPMENT AND BEING WITHIN A GYMNASIUM. I HAVE READ THE WARNING OF RISKS. I AGREE TO RELEASE AND INDEMNIFY THE BLACK ROCK LIFE SAVING CLUB INC AS FOLLOWS:
- I) I ASSUME THE RISK AND RESPONSIBILITY FOR ANY INJURY OR DEATH ARISING FROM MY ENTRY INTO THE GYMNASIUM AT THE BLACK ROCK LIFE SAVING CLUBHOUSE AND PARTICIPATION IN ACTIVITIES OR USE ANY GYMNASIUM EQUIPMENT ON THE PREMISES
- II) I RELEASE, INDEMNIFY AND HOLD HARMLESS THE BLACK ROCK LIFE SAVING CLUB INC., ITS COMMITTEE, MEMBERS, SERVANTS AND AGENTS FROM AND AGAINST ALL AND ANY ACTIONS AND CLAIMS THAT MAY BE MADE BY ME OR ON MY BEHALF OR BY OTHER PARTIES FOR OR IN RESPECT OF OR ARISING OUT OF ANY INJURIES, LOSS, DAMAGE OR DEATH CAUSED BY ME OR MY PROPERTY WHETHER BY NEGLIGENCE, BREACH OF CONTRACT OR IN ANYWAY WHATSOEVER.
- B) I ALSO AGREE THAT IN THE EVENT THAT I AM INJURED OR SUFFER DAMAGE, I WILL BRING NO CLAIM LEGAL OR OTHERWISE AGAINST THE BLACK ROCK LIFE SAVING CLUB INC IN RESPECT OF THAT INJURY OR DAMAGE.
- C) BEFORE SIGNING THIS DOCUMENT I READ AND UNDERSTAND IT AND KNOW IT AFFECTS MY LEGAL RIGHTS.

BY SIGNING THIS WAIVER AND ASSUMPTION OF RISK AND RELEASE, I ACKNOWLEDGE ITS CONTENTS. I AGREE TO BE BOUND BY THE TERMS OF RELEASE AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I CERTIFY THAT MY PARTICIPATION IN GYMNASIUM ACTIVITIES IS COVERED BY INSURANCE TO COVER ANY INJURY OR DAMAGES I MAY SUFFER OR CAUSE, OR ELSE I AGREE TO BEAR THE COSTS FOR SUCH INJURY OR DAMAGE TO OTHER OR MYSELF. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Applicant Name (in block letters): .....

Applicant Signature: ..... Date: ...../...../20....

### PARENT OR LEGAL GUARDIAN

This is to certify that as parent/guardian with legal responsibility for this applicant I consent and agree to his/her release as provided above. I release and indemnify Black Rock Life Saving Club Inc. from any and all claims, actions, demands and liabilities arising from my Minor child's entry into and/or use of the club gymnasium to the fullest extent permitted by law even if arising from negligence or breach of contract of Black Rock Life Saving Club Inc.

Parent/Guardian Name (in block letters): .....

Parent/Guardian Signature: ..... Date: ...../...../20....

*Initial the first page and sign & date the second page. Return both pages to the club Secretary before entering the gymnasium or using any gym equipment.*