

# ADELAIDE'S BOULDERING CLUB



## RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND AGREEMENT NOT TO SUE

The below signed applicant hereby applies for membership of Adelaide's Bouldering Club (ABC), while at the facilities, undertakes (i) to follow ALL the rules and conditions as specified by ABC (ii) to pay climbing fees (iii) to climb safely and behave in an appropriate manner as specified by ABC's staff.

The applicant acknowledges that there is the significant risk of physical injuries involved with any type of rock climbing (while every effort has been made by ABC to ensure your safety applicants need to be aware of potential risks include falling, contact injuries with holds/walls, sporting type injuries (muscular and skeletal), and other general hazards i.e. tripping)

- 1) **Adelaide's Bouldering Club agrees** to provide use of climbing facilities as deemed fit staff and management, ABC has taken all reasonable steps to ensure the facility and equipment are of a safe and acceptable standard, in order to minimise risks involved with the use of such equipment, ABC also undertakes to provide experienced and knowledgeable staff, including one Senior First Aid qualified instructor at all times.
- 2) **The applicant/member agrees:**
  - a. To comply with ABC's constitution which forms a contract between each member and the club and that they are bound by the constitution and the regulations.
  - b. They shall comply with and observe the constitution and the regulations and any determination, resolution or policy which may be made or passed by the board or other entity with delegated authority.
  - c. By submitting to this constitution and regulations, members are subject to the jurisdiction of the club.
  - d. The constitution and regulations are necessary and reasonable for promoting the objects and particularly the advancement and protection of all Climbers.
  - e. They are entitled to all benefits, advantages, privileges and services of club membership.

Most important rules for your safety:

- Comply with all directions provided by ABC staff in relation to use of the facility.
  - Correctly and honestly provide ABC with relevant information as requested on this application or by ABC staff.
  - Avoid and prevent where possible any activity which increases the potential of injury to themselves or other persons in the facility. The applicant agrees not to participate in climbing unless authorised by ABC staff.
  - Fully inform ABC staff, before commencing any activity within the centre, of ANY physical or mental condition that may affect the ability of the applicant to climb safely.
  - Inform ABC immediately upon sustaining any injury while at the facility, and provide, in writing, ABC with details and documentation of any injury and/or medical treatment.
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- 3) Where the applicant **is under 18 years of age** the following conditions also apply:
    - a. A responsible adult (aged over 18) who knows the applicant well should sign the application. This should be the applicant's parent, legal guardian, or teacher where possible.

- b. The adult providing this signature agrees to indemnify ABC (its' directors, owners, employees and agents) of any claim that may be brought against ABC, as outlined in sections 4, 5, 6, 7, 8, 9, 10 below.
  - c. The adult providing this signature undertakes to ensure that the applicant complies with the rules of use for ABC's facilities, and that in respect of the applicant the requirements as specified above are fulfilled.
- 4) **RELEASE OF LIABILITY.** I hereby release and forever discharge ABC, its' employees, instructors, agents, representatives, officers, directors, successors and assigns (hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims, demands, or causes of action whatsoever, whether known or unknown, suspected or unsuspected, arising out of any damage, loss, or injury to me or my property, or my death, as a result of or in any way connected with my participation in any of the Activities, whether resulting from the negligence or other fault, of any of the Released Parties, or from any other cause.
  - 5) **ASSUMPTION OF RISK.** I know and understand the scope, nature and extent of the risks involved in the Activities. I further understand that I may be exposed to other risks that may not be foreseeable. I voluntarily, freely, and expressly choose to incur all risks associated with the Activities, whether known or unknown, and take responsibility therefore understanding that those risks may include bodily and personal injury, damage to property, disfigurement, concussion, heart attack, paralysis, or death.
  - 6) **AGREEMENT NOT TO SUE.** I, my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf, hereby agree to institute or assist in any lawsuit or cause of action against any of the Released Parties whether caused by negligence or fault, active or passive, of any of the Released Parties, or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf.
  - 7) **INDEMNIFICATION.** I agree to indemnify, save, defend, and hold harmless the Released Parties from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any person or organization and arising directly or indirectly from my participation in the Activities, whether resulting from negligence or other fault, either active or passive, of any of the Released Parties, or from any other cause.
  - 8) **SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by applicable law. Any provision held invalid or unenforceable and I agree to be bound to the remainder of the Agreement.
  - 9) **CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the Released Parties and myself.
  - 10) **RULES AND CONDITIONS.** I acknowledge that the rules, directives and procedures ("Rules") and conditions of ABC may change at any time and agree to read and abide by all Rules in effect every time I participate in the Activities. I agree to pay attention to the state of all equipment and to immediately advise ABC personnel if I do, or notice, any damage. I agree to promptly comply with all requests and/or instructions and agree to promptly leave the facility if directed to do so any ABC personnel.
  - 11) **CERTIFICATION/WAIVER OF RIGHTS.** I hereby certify that I am 18 years of age or older and have full legal authority to sign this Agreement OR I certify that I am the parent or legal guardian ("Parent") of a participant who is not 18 years of age and hereby grant permission for such minor child to participate in the Activities. If I am a Parent, I represent and acknowledge that I have advised my child to abide by all Rules and that I have the full legal right and authority to grant said permission and sign this Agreement on behalf of my minor child. I hereby certify that I have read this entire Agreement, understand it's terms, and am knowing and voluntarily giving up legal rights that I, or my minor, might otherwise have.

By signing below I hereby certify that I have read this entire Agreement, that I understand its terms, that I am voluntarily giving up the legal rights that I, or my minor child, if applicable, might otherwise have, and that I have signed this Agreement knowingly and voluntarily.

**PARTICIPANT INFORMATION**

<b>Name</b>			
<b>Age</b>			
<b>Mobile Phone</b>			
<b>Address</b>			
<b>State</b>		<b>Post Code</b>	
<b>Email address (Optional)</b>			

**EMERGENCY CONTACT**

<b>Name</b>	
<b>Mobile Phone</b>	

**PARENT OR LEGAL GUARDIAN INFORMATION (If participant under the age of 18)**

<b>Name</b>	
<b>Mobile Phone</b>	

IF SIGNED BY PARENT/GUARDIAN OF MINOR. I hereby state that I am the parent or guardian of the minor whose name appears above. I am familiar with and consent to agree to the terms and provisions set forth in this Release of Liability, Assumption of Risk, Indemnification and Covenant Not to Sue.

<b>SIGNATURE</b>		
<b>DATE</b>		
<b>DRIVER'S LICENSE NUMBER OF PERSON SIGNING</b>		

**(Parent or Legal Guardian must sign here if participant under the age of 18)**

**\*NOTE:** If no license number is provided the participant will not be permitted to enter facility. If parent/guardian is not accompanying minor participant a copy of the license **MUST** be provided or minor will not be permitted to enter facility.