

CLIFFHANGER CLIMBING GYM

NEW CUSTOMER WAIVER FORM



First Name: **Surname:**
Date of Birth: / / **Age:** Years **Sex** Male Female
Street Address:
Suburb: **State:** **Postcode:**
Phone No.: () **Email:** (optional)

Medical Conditions affecting participation:

Privacy Notice: your personal information is not given to third parties. It is for our internal records and for insurance purposes only.

GENERAL WAIVER AGREEMENT AND RELEASE

This is a legal document that affects my rights in Victoria. I acknowledge that the climbing and rope work activities I will engage in are adventure sports and recreational activities that involve a significant degree of physical exertion and a degree of physical risk. I am undertaking climbing activities for the purpose of recreation, enjoyment, and leisure. I am informed and I acknowledge that rock climbing, rope work above ground and climbing above ground level is an inherently risky activity involving unpredictable and unforeseeable risks of harm. This harm includes death or personal injury.

I (or my parent) willingly assume the risk of participating in the exercises, climbing routines, training program, and climbing activities of this gym. I have provided Cliffhanger Climbing Gym with all relevant and necessary information that relates to my physical health and capacity to participate in strenuous exercise. I understand that if Cliffhanger Climbing Gym were not provided with all relevant and necessary information about my health and capacity they would not be able to fully appreciate the risk of harm or injury to me in providing instruction and in allowing me to participate in this activity. I (or my parent) willingly provide the following waiver:

- (a) I do not hold Cliffhanger or their employees or agents legally responsible for injuries I suffer on their premises or using their equipment or participating in their training, activities and programs.
- (b) I undertake not to sue Cliffhanger or their employees or agents for any claims, costs, damages, or other liabilities they may have for injury suffered by me and I acknowledge that this waiver represents a legal release and discharge of legal responsibility to Cliffhanger or their servants or agents. It is provided in exchange for the climbing instruction and activities, and other goods and services purchased by me.
- (c) I have been informed and I accept that I will also be assuming a role involving responsibility for the safety of others participating in the climbing and rope activities of this Gym. My activities may include belaying. This means I will accept responsibility for the safety of another person climbing while I am belaying and if an injury occurs as a result of my careless act, omission or negligence then I fully assume responsibility for any harm done and I do not hold Cliffhanger concurrently responsible. **I agree to belay using a "static hand" method i.e. always keeping ONE (1) hand fixed on the brake rope.**
- (d) I have declared [above] any pre-existing or previous injuries or medical conditions that may affect either my or any climbing partners' safety or that may be exacerbated by participation in these activities. I will declare any future conditions if they occur. I understand Cliffhanger has the absolute right to refuse entry based on this information.
- (e) I warrant not to participate while intoxicated or affected by drugs. Participating whilst under the influence of alcohol or drugs removes any and all liability and responsibility from Cliffhanger and its staff.
- (f) I have read and agree to abide by the **Rules** and **Warnings** on display at reception or on the Cliffhanger website.
- (g) I will attend a Cliffhanger Climbing Gym **safety induction** detailed on the reverse of this form. Successful completion of this test will be considered to be rendering the services with due care and skill. If you are uncertain of any part of the safety induction, please ask Cliffhanger Climbing Gym staff. All participants must attend, irrespective of experience or qualification.
- (h) I understand that if I wish to **lead climb** at Cliffhanger, that I am required to sign a separate Lead Climbing Waiver Form and complete a Lead Climbing Proficiency Test.

c. Initial:
 d. Initial:
 e. Initial:
 f. Initial:
 g. Initial:
 h. Initial:

WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the **Fair Trading Act (Vic) 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 [Cliffhanger Climbing Gym] is required to ensure that the recreational services it supplies to you are –

- rendered with due care and skill; and
- as 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 known to the supplier.

Under section 32N 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 supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

Signed: *Participant **Date:** **Co-Signed:** **PARENT (IF U18)** *Parent **Date:**

*A "usual guardian" is permitted to sign on behalf of a parent, providing the usual guardian is a legally acceptable Guardian. Teachers, Friends, older siblings or grand parents are not generally classed as legal guardians. If a guardian signs this form, please discuss this with Cliffhanger staff. Cliffhanger Staff must accept & specify the guardian relationship below.

Guardian's Name: Printed in full **Relationship:** i.e. Parent, Nanny **Employee:** Staff initials

OFFICE USE ONLY BELOW:

Membership Type: Adult Concession Child V.C.C Other:
Processed Date: / / **Member Number:** **Message:** (✓ when entered)
Details Entered: Initials Put Medical Conditions in Notes Section. **Card:** Initials **In Till:** Initials **6 Initials:**

