

CASUAL PARTICIPANT – EXTREME SPORTS ACTIVITIES RISK ACKNOWLEDGEMENT AND WAIVER

Rusty Moran t/as Gerringong Surf School ABN 14 974 616 245, ("GSS"), including its employees, servants or agents.

By signing this waiver, I understand and agree to assume the risks of participating in the **GSS extreme sports activities, ("Activities")**, which include but are not only limited to the following:

- Surfboard riding (including fibreglass surfboards), bodyboarding, bodysurfing and swimming, in the ocean environment, which is unpredictable in nature,
- Skateboard riding, on public footpaths, public roads, and on the skateboard facilities at 52 Wingeewah Road Gerringong,
- Tree climbing, trampolining, and other obstacle course climbing, at public locations, and at 52 Wingeewah Road Gerringong;
- Fitness exercises and Breath holding.

In consideration of GSS accepting my application to participate in the Activities confirm that I am voluntarily undertaking the Activities for the purpose of recreation, enjoyment and leisure

Initial

Risk Warning – Participating in the Activities can be inherently dangerous. Serious accidents can and do happen, which may result in serious bodily injury or even death. I understand not all risks can be predicted and that I have voluntarily read and understood this warning.

Initial

Release, Indemnity and Waiver – My participation in the Activities is entirely at my own risk. I agree:

- (a) To release and forever discharge GSS, Rusty Moran and Vanessa Moran from all liability and claims that I may have or may have had but for this release arising from my participation in the Activities.
- (b) To indemnify and hold harmless GSS, Rusty Moran and Vanessa Moran to the extent permitted by law in respect of any claim (including negligence under s74 of the Trade Practices Act (1974) Cth and equivalent provisions contained in State sale of good or fair trading legislation), by any person (including but not only limited to any other participant), arising as a result of or in an connection with my participation in the activities.
- (c) If I suffer harm doing any of the Activities, I will not hold GSS, Rusty Moran, Vanessa Moran, GSS employees or GSS agents legally responsible for any injuries I suffer. I will not sue GSS, Rusty Moran or Vanessa Moran, for any claims, costs, medical expenses, damages or liabilities I may have for injury suffered by me. I acknowledge that this waiver represents a legal release and discharge of legal responsibility to GSS, Rusty Moran, Vanessa Moran, and is provided in consideration for the instruction and Activities and other goods and services I have purchased.

Initial

My Health & Fitness - I understand GSS requires all relevant information about my health and fitness capabilities including any pre-existing or previous injuries or medical conditions that may affect either my safety or that may be exacerbated by participation in the Activities and that if I fail to provide this information, GSS staff will not be able to take appropriate action to limit the risk of harm to myself.

Initial

Instructions and Group lessons - I agree to comply with instructions of GSS staff, stay with the group, and refrain from leaving the group.

Initial

Model Photographic Release: I agree that images taken of myself/child within the grounds of the site may be used for publicity purposes. It is understood by both parties that these images are for the sole use of publicity in the form of GSS social media promotions, brochures, pamphlets, projected images and on screen and will under no circumstances be used for any other purpose.

Initial

PARTICIPANTS OVER 18 YEARS:

I agree that I have read and understood this waiver prior to signing it and agree that this waiver will be binding on my heirs, next of kin, executors and administrators. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of New South Wales.

Full Name	Date of Birth	Age	Medical Conditions
			Y <input type="checkbox"/> N <input type="checkbox"/>

PARTICIPANTS UNDER 18 YEARS THAT I AM TAKING LEGAL RESPONSIBILITY FOR:

I _____ being the parent/legal guardian of the below named participant(s) hereby consent to their participation in the Activities and agree to abide by the Rules annexed to this form. I confirm that I have read and understood and explained this waiver to the participant(s) prior to signing it and agree that this agreement will be binding on my (and their) heirs, next of kin, executors and administrators. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of New South Wales.

Full Name	Date of Birth	Age	Medical Conditions
			Y <input type="checkbox"/> N <input type="checkbox"/>
			Y <input type="checkbox"/> N <input type="checkbox"/>
			Y <input type="checkbox"/> N <input type="checkbox"/>
			Y <input type="checkbox"/> N <input type="checkbox"/>

PARTICIPANTS OVER 18 YEARS OR PARENT/LEGAL GUARDIAN DETAILS:

Address _____ Suburb _____

State _____ Postcode _____ Country _____

Email _____ Phone _____

Emergency Contact _____ Phone _____

SIGNATURE _____ **DATE** _____

WARNING UNDER THE FAIR TRADING ACT 1987 No 68

Under the Australian Consumer Law (NSW), several statutory guarantees apply to the supply of certain goods and services. These services mean that the supplier named on this form, Gerringong Surf School, 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 **THE FAIR TRADING ACT 1987 No 68**, 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 FAIR TRADING ACT 1987 No 68** 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" is defined in the Fair Trading (Recreational Services) Regulations 2012.