



BEYOND BOULDERING

climbing + fitness

Waiver

Beyond Bouldering¹ is dedicated to creating a safe environment for participants. However as indoor rock climbing and the use of training equipment is inherently dangerous it is our requirement that all participants sign this waiver.

Participants under the age of 18 must have this waiver filled out by their parent or legal guardian.

Indoor rock climbing and the use of rock climbing training equipment may involve incidental and significant risks which may cause death, physical or psychological injuries.

The purpose of this waiver is to exclude any liability for personal injury which might be incurred by Beyond Bouldering, its employees, or agents, arising out of your participation in the activities and events offered at Beyond Bouldering.²

Under section 42 of the *Fair Trading Act 1987* (SA), a supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be accepting our terms and conditions and you will be agreeing to exclude, restrict or modify Beyond Bouldering's liability, with the result that compensation may not be payable if you or the third-party consumer suffer personal injury.

You do not have to agree to exclude, restrict or modify your rights by signing this waiver, however Beyond Bouldering may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this waiver. Even if you sign this waiver, you may still have legal rights against Beyond Bouldering.

Terms and Conditions

1. I am 18 years of age or over and have legal capacity to sign this form, or I am a parent or guardian responsible for the participant who is under the age of 18 years.
2. I understand that indoor rock climbing and the use of training equipment is dangerous.
3. I understand that indoor rock climbing and the use of training equipment could result in physical injury and damage, including death. Indoor rock climbing and the use of training equipment is physically and mentally demanding and may cause, amongst other things, panic, anxiety, hyperventilation or heart attack.
4. I do not suffer from any medical condition or know of any other reason that may affect my ability to participate safely in activities and events at Beyond Bouldering. I fully appreciate and voluntarily assume the risk of injury and or harm to my health and safety.

¹ Beyond Bouldering Pty Ltd ABN: 614879980

² Pursuant to sections 60 and 61 of the *Competition and Consumer Act 2010* (Cth), if a person in trade or commerce supplies you with services (including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill;
- statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).



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5. I understand it is my responsibility to review and comply with all rules and regulations at Beyond Bouldering. It is my responsibility to keep myself informed of all changes to the rules, changes to this waiver, or changes to the Beyond Bouldering facility, and to abide by all lawful directions given by staff including all safety notices displayed.
6. I agree not to participate in activities and events at Beyond Bouldering under the influence of drugs or alcohol.
7. I indemnify, release and absolve Beyond Bouldering, its directors, employees, agents, contractors, or administrators or assigns from any claim whatsoever because of first aid, treatment or service rendered on me during my participation in activities and events at Beyond Bouldering, or in my use of the indoor rock climbing wall, training equipment and related facilities.
8. I indemnify, release and absolve Beyond Bouldering and its directors, employees, agents, contractors, administrators or assigns from any liability whatsoever, that may be incurred, including legal costs, arising from any demand, action or claim caused by any reason whatsoever, including but not limited to, any personal injury that may be suffered by me or by a person on whose behalf I am acquiring the services.
9. I have read and understood this document and the terms contained within it, and have been provided with an opportunity to receive clarification on any queries or concerns regarding its contents, my participation in activities and events at Beyond Bouldering, or any other related matter.

Customer Information and Signature

Full name:		Date of Birth:	
Mobile:		Email:	
Emergency Contact (Name):		Emergency Contact (Mobile):	
Postcode:			

Signature:		Date:	
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If signing as parent or guardian responsible for a participant who is under the age of 18 years, please provide details of the participant(s) who is under the age of 18 years:

Full name:		Date of Birth:	
Full name:		Date of Birth:	
Full name:		Date of Birth:	



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Full name:		Date of Birth:	
Full name:		Date of Birth:	