



Waiver for minors

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 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 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 participants to agree to exclude, restrict or modify their liability for any personal injury suffered by them.

In this form “participant” is defined as one or more participants.

If you sign this form, you accept Beyond Bouldering’s terms and conditions on the participant’s behalf, and you agree to exclude, restrict or modify Beyond Bouldering’s liability, with the result that compensation may not be payable if the participant suffers personal injury.

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

Terms and Conditions

1. 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. The participant does not suffer from any medical condition and I know of no other reason that may affect their 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 the participant’s health and safety.
5. I understand it is my responsibility to ensure the participant complies with all rules and regulations at Beyond Bouldering. I agree on behalf of the participant that they will abide by all lawful directions given by Beyond Bouldering staff including all safety notices displayed.
6. I agree the participant will not engage in activities and events at Beyond Bouldering under the influence of drugs or alcohol.

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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7. On behalf of the participant I indemnify, release and absolve Beyond Bouldering, its directors, employees, agents, contractors, or administrators or assigns from any claim whatsoever arising from first aid, treatment or service rendered on the participant during participation in activities and events at Beyond Bouldering, or from the use of the indoor rock climbing wall, training equipment and related facilities.
8. On behalf of the participant 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 the participant.
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.

Participant Information

Participant full name:	Participant date of birth:
1.	
2.	
3.	
4.	
5.	

Parent or Guardian Information

Parent/Guardian full name:		Contact phone number:	
Parent/Guardian signature:		Date:	