

**Beyond Bouldering Paper Waiver**

**Waiver for minors**

**Beyond Bouldering Pty Ltd (ABN: 614879980) 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. Prior to participating in any indoor rock climbing activity, you should ensure that you are aware of all the risks involved, including those risks associated with any condition that you may have.**

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.

**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.
- 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 any and 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) Insofar as permitted by law, I indemnify, release and absolve Beyond Bouldering, its directors, employees, agents, contractors, or administrators or assigns from any claim whatsoever on account 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) Insofar as permitted by law, 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.

**EXCLUSION, RESTRICTION OR MODIFICATION OF RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW (SA)**

**Your rights:**

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services<sup>1</sup>), there is—

a statutory guarantee that those services will be rendered with due care and skill; and  
a 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).  
Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the 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 for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.<sup>2</sup>  
Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

**Agreement to exclude, restrict or modify your rights:**

I agree that the liability of Beyond Bouldering Pty Ltd for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services is

excluded;  
restricted;  
modified.

**Definitions:**

**1 Recreational services** are services that consist of participation in—

- a) sporting activity or similar leisure-time pursuit, or
- b) any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

**2 Personal injury** is bodily injury and includes mental and nervous shock and death.

**Further information:**

Further information about your rights can be found at [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)

**Session Information**

**This waiver form is only valid for the session time below:**

|  |  |
|--|--|
| <b>School name:</b>                          |  |
| <b>Time of session:</b>                      |  |
| <b>Date of session:</b>                      |  |
| <b>Location:</b> Keswick/Kent town/Thebarton |  |

**Participant Information:**

| <b>Participant full name:</b> | <b>Participant date of birth:</b> |
|-------------------------------|-----------------------------------|
| 1                             |                                   |
| 2                             |                                   |
| 3                             |                                   |
| 4                             |                                   |

**Parent or Guardian Information:**

|  |  |                              |  |
|--|--|------------------------------|--|
| <b>Parent/Guardian full name:</b>            |  | <b>Contact phone number:</b> |  |
| <b>Parent/Guardian signature:</b>            |  | <b>Date:</b>                 |  |
| <b>Witness name:</b><br>(must be 18 or over) |  | <b>Date witnessed:</b>       |  |
| <b>Witness signature:</b>                    |  |                              |  |