

CASUAL WAIVER FORM

TITLE:	NAME:	M / F
ADDRESS:	D.O.B:	
TOWN:	POST CODE:	STATE:
TELEPHONE (H):	(M):	(W):
EMAIL ADDRESS:		
EMERGENCY CONTACT NAME AND NUMBER:		

I hereby acknowledge and agree that:

WARNING

Physical activity could be dangerous and could result in me being injured or my death. I warrant that I am medically and physically fit to proceed with exercise. I declare that I have voluntarily read and understood this Warning, Exclusion of Liability and Release and Indemnity and accept and assume the inherent risk of injury in participating in pool use, weight training or the use of electronic 'cardio' training equipment in the SportUNE Gym or any other facility use at SportUNE.

EXCLUSION OF LIABILITY

Except to the extent that terms are implied into a contract for the sale of goods and services by the *Trade Practices Act 1974* (Cth) or other legislation, and cannot by contract be excluded, I agree that in consideration of being allowed to utilise SportUNE facilities that the University of New England and SportUNE, their directors, officers, employees, agents or contractors are absolved from all liability however arising from any injury or damage however caused (whether fatal or otherwise) due to any act of negligence, breach of duty, default and/or omission on the part of SportUNE.

RELEASE AND INDEMNITY

In consideration of SportUNE permitting me to use SportUNE facilities without undertaking an accreditation, I:

1. Release and forever discharge the University of New England and SportUNE from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that I may have or may have had but for this release arising from or in connection with my involvement in training in the SportUNE Gym or other SportUNE facilities; and
2. Indemnify the University of New England and SportUNE to the extent permitted under the *Trade Practices Act 1974* (Cth) or otherwise by law in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses, as a result of or in connection with my involvement in training or using facilities at SportUNE whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of SportUNE.
3. Agree to abide by SportUNE's rules, policies and procedures when using SportUNE facilities.

I HAVE READ, UNDERSTOOD, AGREE WITH AND ACKNOWLEDGE BY SIGNING, THE ABOVE WARNING, EXCLUSION OF LIABILITY AND RELEASE & INDEMNITY AND I ASSUME WITH FULL KNOWLEDGE THE DANGERS INHERENT IN MY PARTICIPATION AND DO SO AT MY OWN RISK.

Sport UNE's Membership Agreement and Facilities Waiver are located on the reverse of this page, and online at www.sportune.com.au. I have read and understood the Membership Agreement and Facilities Waiver as they apply to my membership.

Applicants Signature: _____ Date: ____/____/____ Witness Signature: _____

To be completed by Guardian if Applicant is under 18 years of age

I am the legal Parent/Guardian of the Applicant and consent to membership of SportUNE and being bound by SportUNE's policies, rules regulations and procedures that apply to the use of its facilities.

Name of Guardian: _____ Signature: _____ Date: _____



ABN 73 138 308 899

OFFICE USE ONLY

Membership Number: Staff Name: Date: