



**MEMBERSHIP AGREEMENT AND ASSUMPTION OF RISK FORM**

(Must be completed by ALL climbers and belayers)

Note: Section 60 of the *Competition and Consumer Act 2010 (Act)* implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Please read the following document carefully and understand it thoroughly before signing.

First name:	Surname:	
Address:		Date of birth: .../.../....
	Postcode:	Phone:

The below signed applicant hereby applies for membership of the VERTICAL REALITY CLIMBING GYM (VRC) and, while at VRC, undertakes:

- to follow ALL Gym Rules and conditions as specified by VRC, its agents, employees and associates in relation to the use of the facility from time to time;
- to climb safely and behave in an appropriate manner as specified by VRC staff;
- not to participate in climbing, belaying or lead climbing unless authorised by VRC staff;
- to correctly and honestly provide VRC with relevant information as requested on this application or by VRC staff;
- to avoid and prevent where possible any activity which increases the potential of injury to themselves or other persons in the facility;
- to inform VRC immediately upon sustaining any injury while at the facility, and provide, in writing, VRC with the details and documentation of any injury and/or medical treatment; and
- to pay climbing fees for each visit.

**Acceptance of risk**

The applicant acknowledges:

- that there are inherent risks in the very nature of climbing or belaying while every effort has been made by VRC to ensure your safety applicants need to be aware that the risks may include, but are not limited to the following: the possibility of falling, contact injuries with holds/walls, sporting type injuries (muscular and skeletal), rope burn, death and other general hazards such as tripping;
- and accepts all risks associated with climbing or belaying, including the possibility of injury, death, loss or damage and wishes to undertake the activity with VRC;
- and agrees that if I suffer injury or illness VRC may at my cost, arrange medical treatment and medical evacuation service as VRC deems essential to me;
- and agrees to indemnify VRC, its agents, employees and associates against all claims made by any other person against VRC in respect of any injury, loss or damage arising out of or in connection with the applicant's failure to comply with VRC's rules and/or directions;
- and agrees that, to the extent permitted by law, VRC shall not be liable for any injury, loss or damage suffered by the applicant or by any other person, arising from or in connection with the applicant's participation in climbing or belaying, whether such injury, loss or damage was caused directly or indirectly by the negligence of VRC or otherwise, or by VRC's agents, employees or associates. The applicant hereby releases VRC from all such claims, and indemnifies VRC against all claims made or on behalf of any other person;
- and understands that nothing in this agreement limits or excludes provisions made in the *Competition and Consumer Act 2010 (Cwlth)* or other applicable legislation and that despite my signing of this agreement I will still have the benefit of consumer protection and certain rights implied under the Act which cannot be waived;
- this agreement is governed by the laws of South Australia including the *Civil Liability Act 1936 (SA)*;
- that it has disclosed any pre-existing medical or other conditions that may affect the risk that either the applicant or any other person could suffer injury, loss or damage;
- that VRC relies on the information provided by the applicant, and the applicant states that all such information is accurate and complete;
- and agrees not to participate in either climbing or belaying while under the influence of alcohol or any other mind altering substance;
- that he/she is able to show proficiency in the areas outlined in the Assessment Form;
- and states that I am of lawful age and legally competent to sign this agreement or that I have acquired the written consent of my parent or guardian. I understand in entering into this agreement I am not relying on any representations made by or on behalf of VRC, that the terms herein are contractual, serious not a mere recital and form the basis of the agreement by which I participate; and that I have signed this document of my own free act.

I CERTIFY that the information which I have provided on this form is true and correct in every particular, to the best of my knowledge and belief. By submitting this form I DECLARE that I have read, understood and agree to all Gym Rules, Assessment Form and the terms of this agreement. I DECLARE that I understand these warnings, and accept all the inherent risks and danger in my participation in climbing or belaying at VRC.

Name of applicant	
Signature of applicant	
Date	

If applicant is under 18 years of age	
Signature of parent/guardian	
Date	

Please provide details of any medical conditions, injuries, allergies and/or medications that may affect your health whilst participating in this activity:


