



## Anglesea Surf Lifesaving Club Gymnasium – Terms of Use

The Anglesea Surf Lifesaving Club (ASLSC) offers you use of its gymnasium (the Gym) on the terms and conditions ('Conditions') set out in this document.

- Access to the Gym is included in the membership package for Active Members of ASLSC aged 16 years and over. All other members of ASLSC aged 16 years and over (excluding Social Pass holders) may access the Gym for an annual fee.
- Members aged 13+ may use the Gym only if under the direct supervision of their legal guardian or carer, who must be an authorised Gym user who has agreed to these terms of use. If you are supervising a member aged 13+ in the Gym you agree by signing these terms of use that you will ensure that that member complies with the Conditions.
- The Gym is not a public facility. Members are not permitted to allow non-members, or members without Gym access, to use the facility.
- Each time you use the Gym please write your name and the date on the sign in sheet.
- All users must behave in a reasonable and respectful manner when using the Gym and may be asked to leave the Gym if their behaviour does not meet this standard in the judgment of any representative of ASLSC.
- All users must conform with any directions as to usage of the Gym or Gym equipment as posted in the Gym from time to time or provided by any ASLSC representative.
- All users must wipe down Gym equipment after use with spray & wipes provided.
- No smoking, food or drink (other than water bottles) is permitted in the Gym and towels must be used.
- All Gym equipment must be returned to its allocated position.
- No Gym equipment is to be removed from the Gym without prior permission from the Gym Co-ordinator.
- When leaving the Gym, the last person out must ensure that the lights are turned off and the door closed after them.
- Please report any equipment breaks or faults to the ASLSC via the office, when open or via [info@angleseaslsc.org.au](mailto:info@angleseaslsc.org.au) out of office hours.

### **Risk Warning & Exclusion of Liability**

- a) ASLSC, its employees, directors and agents, are not liable to you, your dependents or your legal representatives for personal injury or death suffered by you while using the Gym, whether or not due to the negligence, breach of contract or statute or statutory duty of ASLSC, including but not limited to any liability relating to management of the Gym not being rendered with due care and skill or not being reasonably fit for any purpose which you made known, expressly or by implication, to ASLSC or because they failed to achieve any result reasonably expected by you which you, expressly or by implication, made known to ASLSC or for breach of any other consumer guarantee of the Australian Consumer Law (Vic) or of the Australian Consumer Law (Cth).

- b) You acknowledge that use of a gymnasium, including the Gym, and associated recreational activities is dangerous, with many risks and hazards and as a consequence personal injury (including serious personal injury) and sometimes death Anglesea SLSC Policy Document Reference: 036 Reviewed: 5/2022 can occur and you assume and accept all such risks and hereby waive the right to sue ASLSC, its employees, directors and agents, for any personal injury or death suffered by you in any way whatsoever caused by or arising from your use of such services or your participation in such activities.
- c) Warning under the Australian Consumer Law and Fair Trading Act 2012
  - (i) Under the Australia Consumer Law (Vic), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the ASLSC is required to ensure that the recreational services it supplies to you: a) are rendered with due care and skill; and b) are reasonably fit for any purpose which you, either expressly or by implication, make known to ASLSC; and c) might reasonably be expected to achieve any result you have made known to ASLSC.
  - (ii) Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, ASLSC is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue ASLSC under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.
  - (iii) NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on ASLSC's part. Gross negligence means doing an act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

I acknowledge that I have been offered access to the ASLSC Gym on the basis of the Conditions and I accept that offer on those Conditions.

Signed Member: .....

Print Name: .....

Parent or Guardian To Sign if  
Member Under 18 Years of Age: .....

Print Name: .....

Date: .....