



killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. **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 the supplier's part. "Gross negligence" in relation to an act or omission, means doing the 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).*

**Exclusion of rights under the Australian Consumer Law (Victoria):** By signing this form, you agree that the liability of HRCav and its affiliated Clubs for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

**For recreational services or activities provided throughout Australia and in NSW**

**For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (New South Wales) applies:** By signing this form, you agree that the liability of HRCav and its affiliated Clubs in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law*) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease; or
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - (A) that is or may be harmful or disadvantageous to you or the community; or
  - (B) that may result in harm or disadvantage to you or the community,

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

**For recreational services or activities provided in South Australia**

**For recreational services to which the Australian Consumer Law (South Australia) applies:** Your rights: *Under sections 60 & 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services) there is*

- a. a statutory guarantee that those services will be rendered with due care and skill;
- b. 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
- c. 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 negotiation have been conducted in relation into the acquisition of the services).

**Excluding restricting or modifying your rights:** Under section 42 of the Fair Trading Act 187 (SA), 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. **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 partner 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:** *by signing this form you agree that the liability of HRCav and its affiliated Clubs 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.*

**Definitions: Recreational services** are services that consist of participation in a) a sporting activity or similar leisure time pursuit or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purpose of recreation, enjoyment or leisure. **Personal injury** is bodily injury and includes mental and nervous shock and death.

- 5) **Governing Law** – The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

BY SIGNING HEREUNDER I CONFIRM THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS STATED ABOVE:

---

Print name here\* Sign hereDate

\*Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I (insert name).....of (insert address).....

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the HRCav Activities. In consideration of the applicant's membership being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership application and declaration. In addition, I agree to be bound by and to comply with the rules, regulations and policies of the Club and the HRCav.

Signature of parent or guardian.....