



Adelaide University Swimming Club – Come & Try Swimming Session - WAIVER

RISK ACKNOWLEDGEMENT AND WAIVER FORM

Participant name:

Parent or legal guardian name (if Participant is under 18 years of age):

You understand that:

There are inherent risks associated with participation in the recreational services such as come and try session provided by the Adelaide University Swimming Club, which may result in personal injury (even of a serious nature) to the Participant and that you fully accept and agree to bear those risks. Prior to you, or the Participant, participating in any recreational services provided by the Adelaide University Swimming Club, you should ensure that you are aware of all the risks involved, including those risks associated with any condition that you, or the Participant, may have.

This form may be signed by the Participant, if the Participant is 18 years of age or over or by the parent or legal guardian of the Participant if the Participant is under 18 years of age.

By signing this form, you further acknowledge and agree that you have read, understood and accepted the terms and conditions of the Come & Try session, available on the website of the Adelaide University Swimming Club (<https://www.revolutionise.com.au/auswimming/product/24825/>). These terms and conditions include that you also agree to adhere to the Code of Conduct from the Adelaide University Swimming Club (also available on the website) and you are expected to follow instructions from the Coach and Committee Members. You acknowledge and adhere to our minimum requirements for participating in this activity:

- Being able to swim at least 200 m without stopping
- A basic knowledge of the three main strokes (Freestyle, Backstroke, Breaststroke).

You acknowledge that this Come & Try swimming session is a one-time only offer, that can only be used at your first swimming session with us, on any of our training days, after which full membership payment is required if you wish to continue swimming with us.

Participants under 18 years of age

If you are the parent or the legal guardian of the Participant, by signing this form you acknowledge and agree that you understand that the Participant's participation in the recreational services provided by the Adelaide University Swimming Club may involve risk including personal injury to the Participant.

Participants 18 years of age or over

Form 1 – Recreational services: 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 services¹), 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.

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 the Adelaide University Swimming Club [*the supplier of recreational services*] 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.

Signature:

Date:

Signature of witness:

Name and address of witness:

Definitions:

1. Recreational services are services that consist of participation in:

- 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 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