

THE HANGOUT CLIMBING CENTRE - MEMBERSHIP AGREEMENT – PERSONS AGED UNDER 18

NAME (of person under 18 years): _____

NAME (of parent or legal guardian): _____

ADDRESS: _____

TELEPHONE NUMBER: _____

In consideration of Western Australia Leisure Enterprises Pty Ltd (ACN 087 042 420) trading as “The Hangout” permitting

_____ (NAME OF PERSON UNDER 18 YEARS)
to use its premises,

I, _____ (NAME OF PARENT OR LEGAL GUARDIAN)

Of _____ (ADDRESS)

Hereby acknowledge that I have read and understood the following terms and conditions and have agreed to abide by them.

Legal Guardian

1. I am the legal guardian of the above named person under 18 years of age and I acknowledge that I am signing this agreement on that person’s behalf.
2. I acknowledge that I have read the attached rules and, with full knowledge and understanding of the risks involved, I hereby consent to permitting the above named person to participate in the activities of The Hangout
3. I understand that, if the above named person suffers any injury, loss or damage whilst at The Hangout, I am bound by the exclusions contained in clauses 7, 8, 9 and 18 of this agreement. I also understand that, when the above named person reaches the age of 18 years, he/she will be bound by the terms of this agreement.

Scheduled Fee

4. I will pay to The Hangout the relevant fee.

Induction/Training

5. Before The Hangout gives the above named person permission to use its premises, he/she will participate in an induction/training session at The Hangout.
6. Upon completion of the induction/training session, the above named person acknowledges that he/she understands how, and agrees, to use The Hangout safely, in accordance with the rules attached to this agreement and in accordance with any instructions given by the staff of The Hangout.

Acknowledgement of Risks and Voluntary Assumption of Liability

7. By signing this agreement, I understand and acknowledge that the sport of indoor climbing is an activity that inherently involves risks to my personal safety. I hereby acknowledge that I understand the risks involved in participating in this activity.
8. I hereby accept that, if the above named person is injured while participating in this activity, he/she is entirely responsible for any injuries that he/she may suffer and for any loss or damage that may occur as a result of those injuries.
9. I understand that he/she is responsible regardless of any negligence of any nature whatsoever on the part of The Hangout, its representatives, agents or employees or on the part of Western Australia Leisure Enterprises Pty Ltd or its representatives, agents, directors or employees that may arise at common law, as a result of the *Occupiers Liability Act 1985* or in any other way whatsoever. This means that we are precluded from making a claim either in tort or contract against The Hangout, its representatives, agents or employees or against Western Australia Leisure Enterprises Pty Ltd (ACN 087 042 420), its agents, representatives, directors or employees for any injury, loss or damage that the above named person may suffer whilst participating in this activity.

10. Notwithstanding the exclusions contained in this agreement, I understand and agree that nothing in this agreement purports to exclude any liability that may be owed by The Hangout, its agents, representatives or employees or by Western Australia Leisure Enterprises Pty Ltd (ACN 087 042 420), its agents, representatives, directors or employees pursuant to the provisions of the *Trade Practices Act 1974* or the *Fair Trading Act 1987*. To the extent that any part of this agreement may contravene the *Trade Practices Act 1974* or the *Fair Trading Act 1987*, I agree that part of the agreement may be severed and rendered void but that the rest of the agreement will remain valid and continue to have effect.

Rights to Eject and Inspect Equipment

11. I acknowledge that The Hangout reserves the following rights:
- a) To remove the above named person from the premises and to terminate this membership agreement should he/she breach any of the rules attached to this agreement, and
 - b) To inspect any equipment that the above named person may bring onto the premises for the purpose of using it to participate in indoor climbing activities and to prevent him/her from using that equipment either temporarily, permanently or unless the above named person adheres to the conditions specified by the person carrying out the inspection.
12. Notwithstanding The Hangout's right to inspect the above named person's equipment, I acknowledge that The Hangout is under no obligation whatsoever to inspect his/her equipment and gives no representation or warranties as to the safety of his/her equipment.
13. I understand and agree to indemnify The Hangout against any loss, damage or injury that the above named person may suffer, or that any other person who uses his/her equipment may suffer, as a result of using the above named person's own equipment.

Member's Property

14. By signing this agreement, I acknowledge and understand that any property of any nature whatsoever that the above named person brings onto the premises is there entirely at his/her own risk.
15. I acknowledge that I have no right of action against The Hangout of any nature whatsoever should the above named person's property be lost, damaged or stolen.

Fitness

16. By signing this agreement, I declare that the above named person suffers from the following medical conditions which may affect his/her ability to participate in indoor climbing activities:

17. I hereby acknowledge that I have provided The Hangout with a full and frank disclosure of any and all conditions which may affect the above named person's ability to participate in indoor climbing activities and agree that, if he/she participates in these activities, notwithstanding his/her condition, I am bound by the acknowledgements contained in clauses 7, 8, 9 and 18 of this agreement.

Ambulance

18. In the event that the above named person suffers an injury while he/she are on the premises, I hereby authorise, The Hangout, its agents, representatives and employees to call an ambulance on his/her behalf. I agree to indemnify The Hangout for any and all costs incurred by The Hangout in calling an ambulance on behalf of the above named person.

Acknowledgment and Understanding of Agreement and Rules

19. I hereby acknowledge that I have read and understood this agreement and the rules attached to it and have entered into this agreement of my own free will. I have not relied on any oral or visual representations or warranties made or given by The Hangout, its agents, representatives or employees.

Signed (by person under 18 years): _____

Print Name: _____

Signed (by parent/legal guardian): _____

Print Name: _____

Witness: _____

DATE: _____

RULES:

- 1. Please do not run inside this gym.**
- 2. Please do not sit down to belay.**
- 3. Please do not climb with bare feet.**
- 4. Please do not boulder higher than $\frac{1}{2}$ a metre above the ground.**
- 5. Please do not lead climb without permission.**