

THE HANGOUT CLIMBING CENTRE - MEMBERSHIP AGREEMENT

In consideration of Western Australia Leisure Enterprises Pty Ltd (ACN 087 042 420) trading as “The Hangout” permitting me to use its premises,

I, _____ (NAME)

Of _____ (ADDRESS)

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

Scheduled Fee

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

Induction/Training

2. Before The Hangout gives me permission to use its premises, I will participate in an induction/training session at The Hangout.
3. Upon completion of the induction/training session, I acknowledge that I understand how, and agree, 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

4. 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.
5. I hereby accept that, if I am injured while participating in this activity, I am entirely responsible for any injuries that I may suffer and for any loss or damage that may occur as a result of those injuries.
6. I understand that I am 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 I am 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 I may suffer whilst participating in this activity.
7. 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

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

Member's Property

- 11. By signing this agreement, I acknowledge and understand that any property of any nature whatsoever that I bring onto the premises is there entirely at my own risk.
- 12. I acknowledge that I have no right of action against The Hangout of any nature whatsoever should my property be lost, damaged or stolen.

Fitness

- 13. By signing this agreement, I declare that I suffer from the following medical conditions which may affect my ability to participate in indoor climbing activities:

- 14. I hereby acknowledge that I have provided The Hangout with a full and frank disclosure of any and all conditions which may affect my ability to participate in indoor climbing activities and agree that, if I participate in these activities, notwithstanding my condition, I am bound by the acknowledgements contained in clauses 4, 5, 6 and 15 of this agreement.

Ambulance

- 15. In the event that I suffer an injury while I am on the premises, I hereby authorise, The Hangout, its agents, representatives and employees to call an ambulance on my behalf. I agree to indemnify The Hangout for any and all costs incurred by The Hangout in calling an ambulance on my behalf.

Acknowledgment and Understanding of Agreement and Rules

- 16. 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: _____

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 1/2 a metre above the ground.**
- 5. **Please do not lead climb without permission.**