

SHIRE GYMNASTICS NOTICE AND WAIVER OF LIABILITY AND GENERAL TERMS AND CONDITIONS

NOTICE AND WAIVER OF LIABILITY

YOU ARE ADVISED THAT ALL ACTIVITIES HELD WITHIN THIS FACILITY CAN BE DANGEROUS AND CARRY RISK OF HARM INCLUDING, WITHOUT LIMITATION, OBVIOUS RISKS AND INHERENT RISKS AS DEFINED IN THE CIVIL LIABILITY ACT 2002 (NSW). THESE ACTIVITIES INCLUDE RUNNING, JUMPING, VAULTING, ROLLING, FLIPPING, TRAMPOLINING AND CLIMBING.

BY ENTERING THE FACILITY AND BEING INVOLVED IN ANY ACTIVITY YOU ACCEPT THESE RISKS AS A PART OF GENERAL PARTICIPATION. YOU ARE PARTICIPATING AT YOUR OWN RISK AND/OR ACCEPTING THE RISK ON BEHALF OF YOUR CHILD OR THE CHILD FOR WHICH YOU ARE GUARDIAN.

BY PAYING FEES OR PARTICIPATION IN ANY ACTIVITY OF SHIRE GYMNASTICS YOU AGREE AND STATE THAT YOU UNDERSTAND THE RISKS AND DECLARE THAT:

- I UNDERSTAND THAT ALL THE ACTIVITIES AT SHIRE GYMNASTICS CAN BE DANGEROUS AND THERE IS A RISK OF INJURY, SERIOUS DISABILITY OR DEATH.
- THE PARTICIPANT IS IN GOOD HEALTH AND DOES NOT HAVE ANY PRE-EXISTING CONDITIONS OR INJURIES THAT COULD BE TRIGGERED OR EXACERBATED THROUGH PARTICIPATION IN THE ACTIVITIES.
- I ACCEPT THAT THESE ACTIVITIES ARE PHYSICALLY CHALLENGING AND MAY CAUSE ABRASIONS, SPRAINS, FRACTURES, DISLOCATIONS, SPINAL AND OTHER INJURIES.
- I HAVE CONSIDERED THE ASSOCIATED RISKS AND AGREE TO PARTICIPATE VOLUNTARILY AND AT OWN RISK. I ACCEPT THE RISKS OF INJURY, SERIOUS DISABILITY OR DEATH.
- I HEREBY RELEASE SHIRE GYMNASTICS, ITS OFFICERS, EMPLOYEES, CONTRACTORS, VOLUNTEERS AND ANY OTHER PERSON FROM ANY LIABILITY, DEMAND, SUIT, CLAIM OR COMPENSATION DUE TO ANY INJURY, SERIOUS DISABILITY OR DEATH OR ANY DAMAGE TO PERSONAL PROPERTY THAT MAY OCCUR WHILST PARTICIPATING IN ACTIVITIES AT THE FACILITY.
- I AGREE THAT THIS WAIVER AND RELEASE APPLIES TO ALL ACTIVITIES NOW OR IN THE FUTURE UNDERTAKEN AT THE FACILITY AND WILL ALSO BE BINDING ON ALL HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS.
- I AM OVER THE AGE OF 18 AND AM LEGALLY COMPETENT TO UNDERSTAND AND AGREE TO THE CONTENTS OF THIS DOCUMENT OR I AM A PARENT OR GUARDIAN AND AM LEGALLY COMPETENT TO UNDERSTAND AND AGREE TO THE CONTENTS OF THIS DOCUMENT
- I ACCEPT AND AGREE TO ABIDE BY AND FOLLOW ALL THE RULES, POLICIES, PROCEDURES AND CONDITIONS OF SHIRE GYMNASTICS. ALL POLICIES FOR ALL PROGRAMS ARE ACCESSIBLE AT WWW.SHIREGYMNASTICS.COM.AU

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GENERAL TERMS AND CONDITIONS:

1. I HEREBY CONSENT TO GYMNASTS ON FORM, PARTICIPATING IN CLUB ACTIVITIES, AND AGREE TO SIMPLE FIRST AID BEING PROVIDED TO ALL MINOR INJURIES. I UNDERSTAND THAT EVERY ENDEAVOUR WILL BE MADE TO CONTACT ME (OR EMERGENCY CONTACTS GIVEN) PRIOR TO ANY ADDITIONAL MEDICAL ATTENTION BEING SOUGHT. WHERE IT IS NOT PRACTICAL TO CONTACT ME, I HEREBY AUTHORISE THE STAFF AT SHIRE GYMNASTICS TO SEEK MEDICAL INTERVENTION (INCLUDING TREATMENT, EMERGENCY TRANSPORT, HOSPITALIZATION & MEDICATION) IN THE EVENT OF AN ACCIDENT, MISHAP OR ILLNESS DURING MY CHILD'S PARTICIPATION IN PROGRAMS THROUGHOUT THE YEAR. I UNDERSTAND THESE SERVICES WILL BE SOUGHT AT MY EXPENSE AND DEEMED NECESSARY AND/ OR APPROPRIATE BY THE STAFF OF SHIRE GYMNASTICS.

2. SHIRE GYMNASTICS HAS A NO REFUND POLICY FOR ALL CLASSES. IF A CLASS CAN NO LONGER BE PARTICIPATED IN DUE TO ILLNESS OR INJURY A CREDIT MAY BE APPLIED TO YOUR ACCOUNT OR TRANSFERRED TO A FAMILY MEMBER. COMPETITIVE PROGRAMS PLEASE SEE COMPETITIVE SQUAD REFUND, CREDIT AND PAUSE PAYMENT POLICY.

3. RECREATIONAL MEMBERS ARE ENTITLED TO 2 (MAXIMUM) MAKE UP CLASSES PER TERM FOR CLASSES MISSED DUE TO SICKNESS, INJURY OR FUNCTIONS. MAKE UP CLASSES CAN NOT BE TRANSFERRED OVER TERMS OR YEARS NOR TO ANOTHER MEMBER. NO CREDITS OR REFUNDS FOR MISSED CLASSES. COMPETITIVE PROGRAMS ARE NOT ENTITLED TO MAKE UPS. SEE COMPETITIVE SQUAD POLICIES.

4. MEDIA RELEASE: MEMBERS ARE ADVISED THAT FROM TIME TO TIME YOUR CHILD'S IMAGE MAY BE CAPTURED BY PHOTO OR VIDEO DURING CLASSES OR SPECIAL EVENTS. MEMBERSHIP AT THE CLUB SERVES AS ACKNOWLEDGMENT TO USE ANY IMAGES CAPTURED BY SHIRE GYMNASTICS FOR THE PURPOSES OF PROMOTIONAL MATERIAL, SOCIAL MEDIA OR WEBSITE WITHOUT FURTHER PERMISSION BEING NECESSARY.

5. CANCELLED CLASSES: SHIRE GYMNASTICS RESERVES THE RIGHT TO CANCEL CLASSES DUE TO WEATHER, UNCONTROLLABLE CIRCUMSTANCES (ELECTRICITY OUTAGES/PANDEMIC) OR DAMAGE TO THE PROPERTY ENABLING US TO RUN CLASSES SAFELY. REFUNDS WILL NOT BE GIVEN (DUE TO THE UNLIKELIHOOD OF) IF A CLASS IS CANCELLED BY SHIRE GYMNASTICS.

IF THE GYM IS CLOSED FOR A LONG PERIOD OF TIME (1 WEEK+) A CREDIT WILL BE APPLIED FOR ALL CLASSES MISSED THAT WERE PRE-PAID, BUT NOT REFUNDED.

SHIRE
GYMNASTICS