



## COLLINS SQUARE TRAINING CLUB

Thank you for expressing your interest in becoming a part of our exciting run club community. We're thrilled to have you on board! Before we officially kick off this journey, we kindly request that you take a moment to complete the registration process by providing the following details and acknowledging your agreement with our Terms and Conditions.

### REGISTRATION FORM:

Personal Information

Name

Email

Phone

#### HEALTH AND SAFETY:

1. Exercising and use of Tribute facilities may involve the risk of injury and you acknowledge and agree that you exercise and use the Tribute facilities at your own risk.
2. You are responsible for monitoring your physical health conditions at all times and agree to exercise to a level that is appropriate, given knowledge of your health and any medical advice you have obtained.
3. It is recommended that you visit your doctor prior to commencing a regular exercise program. It is also strongly recommended that all Tribute members are covered by ambulance insurance.
4. If you are pregnant, you must notify Tribute staff immediately prior to the commencement of any classes or equipment use.
5. All relevant injuries/illnesses should be declared to a Tribute staff member so that a safe and beneficial program can be written for you.
6. Please inform Tribute staff of any medical changes that may occur while you are a member of Tribute.
7. No advice provided by a Tribute staff member should be taken as medical advice. Always consult a health care practitioner to determine the best course of action for you.
8. Tribute reserves the right to refuse use of the facilities at any time should it be concerned about a member's state of physical health or the health and safety of other members.
9. You give permission for Tribute staff to seek medical assistance at your expense in an emergency if required.

#### LIABILITY:

10. Tribute accepts no liability for any damage, loss, illness or injury resulting from the use of Tribute facilities by members or guests.
11. Tribute will ensure that the services that Tribute provides to you are provided with due care and skill, are for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired. To the extent permitted by law, unless Tribute has breached these obligations, Tribute will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by Tribute to you.
12. To the extent permitted by legislation such as the Competition and Consumer Act 2010 (as amended from time to time) (the Act) the sole warranties are those set out in this Agreement.
13. If the services or Tribute equipment is in any way defective, the liability of Tribute will be limited to (at its election) replacement of Tribute equipment or re-supply of equivalent services or refund. This shall be the sole and exclusive remedy available to you.
14. In no circumstances shall Tribute have any liability arising from or as a result of delay in provision of any services or access to any equipment to you.
15. You release, indemnify and hold harmless Tribute from any liability and any claim by any person in respect of services or use of Tribute equipment whether or not the loss or damage arises in connection with any negligence, default or lack of care on the part of Tribute or any of its representatives, any misrepresentation or any other cause.
16. To the extent permitted by the Act, Tribute is not liable for prospective profits or special, indirect or consequential damages. Without limiting the generality of the foregoing, in no circumstances shall the liability of Tribute exceed the membership fee amount paid by the member. For the avoidance of doubt, 'consequential loss' means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation, loss of profits, loss of revenue, loss or denial of opportunity, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties.
17. You use the facilities on the express understanding that it is at your own risk.
18. Tribute takes no responsibility for your personal property while on Tribute premises. You must at all times ensure that your personal property is securely locked to prevent it from getting lost, stolen or damaged.

#### WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:

19. In this warning, references to "the supplier" mean Tribute, and references to "you" mean you and your child (if you have agreed to these Terms on behalf of a child).
20. 49. Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you: a. are rendered with due care and skill; and b. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and c. might reasonably be expected to achieve any result you have made known to the supplier.
21. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you enter into this Agreement, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.
22. The change to your rights, as set out in this Agreement, does not apply if your death or injury is due to gross negligence on the supplier's part.
23. 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 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

#### WAIVER, RELEASE AND INDEMNITY:

24. You acknowledge that there are dangers and risks inherent with participating in classes and using the equipment at Tribute (including, but not limited to any activity that is performed within Tribute and any specialised classes, courses and workshops that is conducted within or external to Tribute) to which you may be exposed by accessing Tribute (Activity).
25. You understand and acknowledge that the Activity involves some degree of risk of personal injury.
26. You warrant that you are medically sound and hereby assume all risk of physical and mental injuries, disabilities and losses which may result from or in conjunction with your participation in the Activity.
27. You agree that you are participating in Tribute's Activity at your own risk and you voluntarily assume responsibility for any injury, death or property damage you may suffer because of your participation in the Activity.
28. You agree that if you are signing this Agreement on behalf of a minor, you agree for the minor to participate in the Activity voluntarily and that you accept all responsibility for the minor's health and any results or injuries that may affect the minor's well-being or health in any way. You waive any claims, demands, causes of action or any claims for relief whatsoever against, and release Tribute (as well as its officers, agents, representatives, volunteers and other related members) from any and all liability, claims, and/or causes of action that the minor may have for injuries or other damages, arising out of participation in Tribute's Activity.
29. You agree that if you are pregnant, you must seek your own medical advice before participating in the Activity and that you accept all responsibility for your health and any results or injuries that may affect your well-being or health in any way. You waive any claims, demands, causes of action or any claims for relief whatsoever against, and release Tribute (as well as its officers, agents, representatives, volunteers and other related members) from any and all liability, claims, and/or causes of action that you may have for injuries or other damages, arising out of participation in Tribute's Activity.
30. To the maximum extent possible at law, you agree to release, hold harmless and indemnify Tribute, its officers, agents, representatives, volunteers and other related members from and against all actions, claims, suits, costs, expenses, demands and damages suffered or incurred by Tribute because of or in respect of or in any manner whatsoever arising out of or caused by your use of Tribute or participation in the Activity.
31. You agree that you are using Tribute on the express condition that Tribute: a. will, under no circumstances be liable or responsible in any manner whatsoever for any death, loss, accident, damage or injury to

you whatsoever which may happen because of your use of Tribute facilities and equipment and will not incur or be under any liability whatsoever to you for any loss, damage or injury to or in respect of any of your property, except as occasioned by the gross negligence, acts or omissions of Tribute or its servants, agents, contractors, or invitees. 61. You recognise that there is risk involved in the Activity offered by Tribute. You accept full responsibility for any death, loss, accident, damage or injury to you whatsoever arising out of your participation in Tribute's Activity. You agree that neither you, your family, heirs, successors, assigns, or anyone claiming any interest through you (or your minor), will bring any legal action whatsoever against Tribute, its officers, agents, representatives, volunteers and other related members as a result of any such death, loss, accident, damage or injury to you (or your minor) that arises out of participation in the Activity.

32. Tribute shall have no liability in respect of failure to deliver or perform, or delay in delivering or performing, any obligations due to any cause outside its reasonable control.

**GENERAL:**

33. The personal information provided by you in this Agreement will be used to process your membership application. In order to verify your personal information, you may be required to provide proof of identification, such as a drivers licence. You have the right to access and correct any of your personal information that Tribute holds on you by contacting Tribute directly. Tribute does not disclose your personal Information to any other organisation or person unless there is a legal requirement to do so.
34. You must notify us in writing if there is any change to your membership details.
35. By entering into this Agreement, you agree to submit to the exclusive jurisdiction of the Courts of Victoria.
36. Tribute's failure to enforce any of the terms of this Agreement shall not be construed as a waiver of any of Tribute's rights.
37. If any term is unenforceable it shall be read down so as to be enforceable or, if it cannot be read down, the term shall be severed from the Agreement without affective the enforceability of the remaining terms.

**SOCIAL:**

38. You acknowledge that by participating in classes and using the Equipment at Tribute you grant permission to Tribute to use your name, photograph, image, audio recording, video recording and likeness in all forms and manner (collectively referred to as the Photos) for the purposes of advertising, media publicity, promotions, general display or for any other purposes required by Tribute. You waive any interest that you may have in the Photos now or at any future time and acknowledge that you are not entitled, nor shall in the future be entitled, to receive any payment or consideration in respect of it and agree to make no claim against Tribute in respect.

**Signature**

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**Date**

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