

VISITOR RELEASE & INDEMNITY ADULTS

1. PARTICIPANT DETAILS

Full Name	<input type="text"/>		
Street Address	<input type="text"/>		
Suburb	<input type="text"/>	Postcode	<input type="text"/>
		State	<input type="text"/>
Contact Number	<input type="text"/>	Email	<input type="text"/>
Date of Birth	<input type="text"/> / <input type="text"/> / <input type="text"/>	Adelaide University Student No.	<input type="text"/>

2. EMERGENCY CONTACT

Name	<input type="text"/>
Contact Number	<input type="text"/>

3. MEDICAL CONDITIONS, ALLERGIES ETC

If not applicable, please write "Not Applicable"

4. PARTICIPATION TERMS

I understand that Karate is a system of fighting that involves strenuous physical exercise and physical contact with other persons and property, and there is a significant risk that serious injury, disability, death or property damage may result from participating in Karate.

In full knowledge of the risks and hazards, I choose to participate in Karate at the Adelaide University Karate Club Inc ABN 81 721 753 664 (**Club**) at my own risk, and agree as follows:

1. I acknowledge that all information provided on this form is subject to the Club's Privacy Policy, which can be viewed at www.aukc.com.au/membersresources.htm;
2. I will comply at all times with the constitution and policies of the Club and Adelaide University Sports Association Inc (**AUSA**), which are available at www.aukc.com.au/membersresources.htm and www.theblacks.com.au respectively;
3. To the maximum extent permitted by law, I accept all risk of loss, liability, damage, injury or death to any person or property, which may be suffered or caused in connection with my participation in Karate, however it may arise (including by negligence of the Club, AUSA or their officers, members, instructors, volunteers, servants or agents), and I release and indemnify the Club, AUSA and their officers, members, instructors, volunteers, servants and agents in relation to any such loss, liability, damage, injury or death;
4. I acknowledge that this is not a Department for Education and Child Development (**DECD**) organised or sponsored activity, DECD accepts no responsibility or liability in relation to this activity and DECD accepts no responsibility or liability for services or activities organised or provided by the Club; and
5. I declare that I am not the subject of any allegation, arrest, charge or conviction for a sexual offence, an offence of indecency, violence or deprivation of liberty (whether indictable or not) or any other indictable offence and if I become so subject I will immediately notify the Club, cease my participation at the Club and authorise the Club to take any action necessary to comply with its legal obligations.

PLEASE TURN OVER FOR RISK WARNING & EXCLUSION

RISK WARNING & EXCLUSION

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
- 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 injury².

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 Adelaide University Karate Club Inc ABN 81 721 753 664 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.

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

I have had sufficient opportunity to read the above terms (including on page 1), I fully understand them, I understand that I have given up substantial rights by signing below and I sign voluntarily.

Participant Signature	<input type="text"/>	Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
Witness Signature	<input type="text"/>				
Witness Address	<input type="text"/>				