

**VICTORIAN INSTITUTE OF SPORT (VIS)
USE OF LAKESIDE STADIUM TRAINING FACILITIES**

WAIVER AND RELEASE FORM

Visiting Athlete (SIS/SAS)
Training Agreement
Guest or External Hire

SPORT _____

You acknowledge and agree that this is a legal form affecting your rights and:

1. In this form:

“**Claim**” means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence. “**Declarant**” means the below named person who executes this waiver and release form. “**Gym Activities**” means the use or enjoyment of VIS training facilities or equipment, including but not limited to the facilities and equipment located at the Lakeside Stadium. “**You**” means the Declarant.

“**Lakeside Stadium**” is the structure located at 33 Aughtie Drive, Albert Park and includes any surrounding structures and playing surfaces. “**VIS**” means the Victorian Institute of Sport, and where the context provides, includes its directors, employees and agents.

2. **Policies:** You acknowledge that when utilising the facilities of Lakeside Stadium you are bound by and must fully comply with all relevant VIS policies including but not only the VIS Anti-Doping Policy and the VIS Injections Policy. Copies of these policies are available at reception.
3. **Risk Warning:** Your participation in the Gym Activities supplied by the VIS is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Gym Activities and accidents can and often do happen which may result in personal injury, death or property damage. Prior to undertaking any such Gym Activities, you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may have. By signing this form, you acknowledge, agree and understand that participation in the Gym Activities provided by the VIS may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge you have attended a “facility induction” program in relation to the Gym Activities and have been advised of the safe use of the facilities and equipment. You acknowledge that the wet area is not patrolled by lifeguards and the Gym Activities are not patrolled by supervisors (at all times) and participation in these areas unaccompanied should be avoided. You will not participate in the Gym Activities while intoxicated or affected by drugs and you may assume a role involving responsibility for the safety of others participating in the Gym Activities. This means you will accept responsibility for the safety of another person and if an injury occurs as a result of your careless act, omission or negligence then you fully assume responsibility for any harm done and you do and will not hold the VIS responsible. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.
4. **Waiver:** A supplier of recreational services or recreational activities may ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).
5. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the recreational services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
6. **For recreational services or recreational activities to which the *Australian Consumer Law (Commonwealth)* applies:** By signing this form, you agree that the liability of the VIS in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law*) for any:
- a. death;
 - b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - c. the contraction, aggravation or acceleration of a disease;
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you resulting from the supply of recreational services or recreational activities,
- is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.
7. **For recreational services to which the *Australian Consumer Law (Victoria)* applies:** Warning under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*: Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the VIS 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.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012*

(Vic) if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. **Note:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "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* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic). **Exclusion of rights under the Australian Consumer Law (Victoria):** By signing this form, you agree that the liability of the VIS for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012* (Vic)) that may be suffered by you resulting from the supply of recreational services is excluded.

8. **Release and Indemnity:** You agree that, to the extent permitted by law:
 - a. You release and forever discharge the VIS from all Claims that you may have or may have had but for this release arising from or in connection with your participation in the Gym Activities; and
 - b. You indemnify and will keep indemnified and hold harmless the VIS to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with your participation in any Gym Activities, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the VIS.
9. **Fitness to Participate:** You declare that you are medically and physically fit and able to participate in any Gym Activities, as well as any activities performed on the outdoor track/pitch of LS. You will immediately notify the VIS of any change to your medical condition, fitness or ability to participate. You understand that if the VIS were not provided with all relevant and necessary information about your health and capacity they would not be able to fully appreciate the risk of harm or injury to you in providing instruction and in allowing you to participate in the Gym Activities. You understand that the VIS will continue to rely upon this declaration as evidence of your fitness and ability to participate. You agree to report any accidents, injuries, loss or damage that you suffer during any Gym Activities to the VIS before you leave Lakeside Stadium. If you suffer any injury or illness, you agree that the VIS may provide evacuation, first aid and/or medical treatment at your expense and that your execution of this form constitutes your consent to such evacuation, first aid and/or medical treatment.
10. **Insurance:** You acknowledge and agree that the VIS has arranged some limited insurance coverage which may provide you with some protection for loss, damage or injury that you may suffer during our participation in the Gym Activities. However, you acknowledge and agree that the insurance taken out by the VIS may not provide full indemnity for loss, damage or injury that you may suffer during your participation in Gym Activities and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your responsibility and you will arrange any additional coverage at your expense after taking into account the VIS' insurance arrangements and your own circumstances.
11. **Privacy:** You understand that the personal information you have provided in this waiver is necessary for the conduct and management of the Gym Activities and that it is collected in accordance with the VIS Privacy Policy (available at www.vis.org.au). You acknowledge that the VIS may use or disclose your personal information for the purposes of administering the Gym Activities or otherwise in accordance with the VIS Privacy Policy. The VIS may share your personal information with third parties such as companies engaged by the VIS to carry out functions and activities on its behalf; however your information is not generally disclosed to anyone outside Australia. You understand that the VIS Privacy Policy contains information about how you may access and request correction of your personal information held by the VIS or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the VIS. You acknowledge that your participation in the Gym Activities may be rejected if the information is not provided. If you do not wish to receive material from VIS sponsors and third parties you must advise the VIS in writing or via the opt-out procedures provided in the relevant communication.

I further grant the Victorian Institute of Sport and their representatives the right to reproduce, use, exhibit, display, broadcast and distribute and create derivative works of these images and recordings in any media now know or later developed. I acknowledge that the Victorian Institute of Sport own all rights to the images and recordings.
12. **Severance:** If any provision of this release is invalid or unenforceable, the phrase or clause is to be read down, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this release.
13. **Governing Law:** The governing law of this form is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria in which any incident occurs and waive any right to object to the exercise of such jurisdiction. As the Declarant, you have **read, understood, acknowledged and agree** to the above terms and conditions including the risk warning, exclusion of implied terms, release and indemnity.

Name:

Organisation:

Signed:

Date: