

## Waiver and Release

**Warning:** I, the undersigned, acknowledge that I may be exposed to certain risks during my use of the Stayover Gymnasium including, but not limited to: (a) physical or mental injury or death; (b) other participants may act dangerously or with lack of skill; or (c) my property may be damaged, lost or destroyed.

I acknowledge that accidents can and often do happen which may result in personal injury or death, or my personal property being damaged. I acknowledge that the Stayover Gymnasium is not manned or supervised (at all times) and use of the Stayover Gymnasium is entirely at my own risk.

I may assume a role involving responsibility for the safety of others entering or using the Stayover Gymnasium. This means I will accept responsibility for the safety of another person and if an injury occurs as a result of my careless act, omission or negligence then I fully assume responsibility for any harm done and I do not hold Ausco Modular Pty Ltd t/as Stayover, its directors, employees or contractors ("**Stayover**") responsible.

I have voluntarily read and understood this warning and accept and assume the inherent risks in entering or using the Stayover Gymnasium.

**Fitness to Participate:** I declare that I am medically and physically fit and able to use the Stayover Gymnasium and will not access or use the gym when I am not medically or physically fit to do so. I will immediately notify Stayover of any change to my medical condition, fitness or ability to participate. I understand that if Stayover were not provided with all relevant and necessary information about my health and capacity they would not be able to fully appreciate the risk of harm or injury to me in allowing me to use the Stayover Gymnasium. I understand that Stayover will continue to rely upon this declaration as evidence of my fitness and ability to use the Stayover Gymnasium.

**Exclusion of Implied Terms:** I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of Stayover flowing from them, are expressly excluded to the extent possible by law, by this declaration.

**Release and Indemnity:** In consideration of me entering and using the Stayover Gymnasium, I agree that, to the extent permitted by law: (a) I release Stayover from all actions, suits, proceedings, claims, demand, losses, damage, liability, cost or expense that I may have or may have had but for this release arising from or in connection with my entry or use of the Stayover Gymnasium; and (b) I agree to indemnify, defend and hold harmless Stayover in respect of any actions, suits, proceedings, claims, demand, losses, damage, liability, cost or expense by any person arising as a result of or in connection with my entry or use of the Stayover Gymnasium.

## Executed as a DEED POLL in favour of Stayover.

I, the undersigned, acknowledge and agree that this is a legal document affecting my rights and I have read, understood, acknowledge and agree to be bound to the Stayover Gymnasium Conditions of Use (SO-REF-006) and the above terms including the warning, exclusion of implied terms and release and indemnity.

## Stayover Gymnasium

### Conditions of Use

Stayover is pleased to offer residents access to the Stayover Gymnasium. The gym on site is for resident use only during Hours of Operation. The Hours of Operation are displayed at Reception and the Gym Entrance Door.

Residents who use the gym facilities and equipment are doing so at their own risk and must adhere to the following rules:

- All residents using the gym must complete the sign-in register or swipe in when entering.
- Non-residents must not use the gym and residents must not allow non-residents access to the gym.
- Residents must not enter or use the gym while intoxicated or affected by drugs.
- No smoking, food or drink (other than plastic/metal bottles/water cooler) is permitted in the gym.
- Residents must dress appropriately at all times when using the gym (ie. closed shoes must be worn at all times. lower body clothing: athletic shorts, tights or aerobic outfits. Upper body clothing: T-shirts, singlets, sweat shirts or tank tops required).
- Residents must always use a towel for hygiene purposes and wipe equipment after use.
- Residents must not leave weights on the floor but must return all weights and equipment to their allocation position or racks after use.
- No gym equipment may be removed from the gym without Stayover's prior approval.
- Residents using the gym must respect their fellow gym users at all times and must not make derogative comments or use abusive language nor engage in inappropriate or disruptive behaviour.
- The last person in the gym, must switch off all electrical equipment and secure the premises on leaving.

In addition to the above rules, each resident that uses the gymnasium acknowledges that:

- it will comply with any reasonable direction of the officials and staff of Stayover and any policy or procedure in respect to the gymnasium issued or displayed by Stayover;
- it has sole responsibility for its personal possessions and athletic equipment whilst at the gymnasium;
- Stayover cannot warrant the safety and suitability of the Gymnasium equipment and therefore the resident assume all risks associated with the use of the premises and facilities; and
- the Gymnasium is an unsupervised facility and its use is therefore the responsibility of authorised members.

### Sanctions

Failure to comply with the above rules and acknowledgements could result in a resident being asked to leave the gym or a resident's access and use of the gym being temporarily suspended or permanently cancelled by Stayover.