

SCOUT ASSOCIATION OF AUSTRALIA SOUTH AUSTRALIAN BRANCH INC (Scouts SA)

LIABILITY STATEMENT (WAIVER) FOR SCOUTS SA MEMBERS ON AUTHORISED SCOUT ACTIVITIES AND THE GENERAL PUBLIC

In consideration for being allowed to enter and participate in any activity or program at Scouts SA Activity Centres the undersigned (**Entrant**) agrees as follows:

1. The Entrant understands that there are inherent risks associated with participation in activities at Scouts SA Activity Centres ranging from minor injuries to serious injuries such as paralysis or death and agrees to assume those risks. Scouts SA range of Insurance Policies and Accident Cover continues to apply to Scout Members whilst on approved Scouting activities.
2. The Entrant agrees to take care for themselves and others and to immediately advise Scouts' staff if they consider they are in any danger or may be unable to complete any activity without jeopardising their safety or the safety of others. The Entrant must not participate in any activity under the influence of alcohol or drugs and must refrain from behaviour which could affect the Entrant's safety, the safety of others or any equipment or devices being used in any activities.
3. The Entrant must comply with all reasonable directions and instructions given by Scouts and its staff including any warnings or safety instructions for the use of all equipment and devices.
4. Except where required by mandatory operation of law, Scouts shall not be liable to the entrant for any personal injury, death, loss or damage to personal property or for any direct, indirect, special or consequential loss or damage suffered by them or any other person. This clause does not exclude the entitlement that Scout Members have to access to the Scouts SA Insurance program whilst on approved Scouting activities.
5. The Entrant (on their own behalf and on behalf of their executors, successors, representatives, assigns and next of kin) hereby releases, waives and agrees to forego any claim they may have or may later acquire against Scouts, its officers or employees for any liability arising from any occurrence at Woodhouse which leads to their personal injury or death or any loss or damage to personal property including without limitation any direct, indirect or consequential loss or damage that may arise from the same, except where required by mandatory operation of law . This clause does not exclude the entitlement that Scout Members have to access the Scouts SA Insurance program whilst on approved Scouting activities.
6. The Entrant agrees that they are 18 years of age or over.
7. The Entrant agrees to execute the attached Recreational Services Fair Trading Act Waiver as a condition of participating in activities at Scouts SA Activity Centres. If the Entrant does not execute the Waiver then Scouts may refuse the Entrant entry to Woodhouse and the Entrant may not participate in activities at Woodhouse.
8. Neither this Waiver nor the Recreational Services Fair Trading Act Waiver are intended to reduce or invalidate the insurance cover obtained by Scouts for Scouts members engaged in Scouts activities. That insurance cover operates separately. Although as a result of the waivers Scouts itself may have no liability outside of its specific member insurance, its insurer may provide specific cover for specific events to Scouts members engaged in official Scouts activities and in such circumstances Scouts' liability is limited to the amount of cover so provided.

DATE: _____

SIGNED: _____

NAME: _____

ON BEHALF OF: _____

**FAIR TRADING REGULATIONS 2010 Form 1—Recreational services—
Exclusion, restriction or modification of rights under the *Australian Consumer Law* (SA)**

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 services ¹), 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
- a 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 injury ² .

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 **Scout Association of Australia South Australian Branch Inc** 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—

(a) ~~excluded~~

(b) restricted as set out below:

[Excluded, except where Scout Members are covered by the Scout Association of Australia South Australian Branch Inc Insurance Program and then only to the limits of that Program]

(c) modified as set out below:

[specify the nature of the modification]

**Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.*

Signature:..... Date:.....

Signature of witness:.....Name and address of witness:.....

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.ocba.sa.gov.au