

WAIVER FOR K43 TRAINING CENTRE

IMPORTANT: All Participants 18 years and over must sign this Risk Warning and Waiver form prior to commencing any of the Recreational Services offered by k43 Training Centre. Participants under 18 years of age must have their parent or legal guardian complete and sign the Indemnity Form.

Warehouse 6,
436-484
Victoria road,
GLADESVILLE
NSW 2111



RISK WARNING

A "risk warning" is a warning with respect to the existence of a risk. Your participation in the recreational services(1.) supplied by k43 Ninja trading as k43 Training Centre (k43) may involve risks which result in personal injury or death.

Prior to undertaking any recreational service that K43 offers, you should consider the risks involved, including those risks associated with any health condition(s) you may have.

To minimise risk, you agree to:

- a. comply with all verbal directions and instructions given by k43 staff and /or management.
- b. Comply with any rules and safety instructions which are displayed on our premises, including any signs incorporating risk warnings:
- c. comply with the terms of k43 User Code of Conduct;
- d. Ask for an explanation to your satisfaction if you do not fully understand any instructions or directions, prior to commencing any of k43's recreational services.
- e. E. take immediate steps and precautions to avoid anything you feel is unsafe and cease further participation.

You acknowledge that your participation is voluntary, that you are participating at your own risk and that the above warning constitutes a 'risk warning' in accordance with relevant legislation, including the Australia Consumer Law and the Civil Liability Act 2002(NSW).

WAIVER OF LIABILITY

It is possible for a supplier of recreational services to ask you to agree that statutory guarantees under the Australian Consumer Law do not apply to you.

By signing this form, you agree that the liability of K43 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 or a disease;
- d. d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, 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 (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

Participant's FULL NAME: _____

Participant's SIGNATURE: _____ DATE: _____

I _____ give consent for this WAIVER to apply for all visits made by me in the year calendar from the date of signing for one year.

(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.