



GEELONG CANOE CLUB

**INDEMNITY FORM FOR USE OF GEELONG CANOE CLUB EQUIPMENT**

Name \_\_\_\_\_ Surname \_\_\_\_\_

Contact Number \_\_\_\_\_ Age \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Mobile \_\_\_\_\_

The following form is to ensure that you are able to use the Geelong Canoe Club (GCC) equipment in the Synergise gym correctly. It is important that if you suffer from any medical condition that you contact your GP prior to commencing using the equipment.

1. I understand that I use the equipment at my own risk and am responsible for the cleaning of the equipment at the conclusion of my session.
2. I hereby RELEASE AND DISCHARGE GCC and owners of equipment from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries, disability, or death, or damages arising out of my participation in use of the equipment, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
3. I understand and acknowledge that using the equipment may have inherent dangers that no amount of care, caution, instruction, or expertise can totally eliminate. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN the use of the GCC equipment WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
4. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the GCC for damages or other losses sustained as a result of my participation in use of the GCC equipment.
5. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in using the GCC equipment.
6. I will take full responsibility for, and hold harmless, the GCC for any injury that I may suffer or inflict upon others or their property as a result of my engaging in using the GCC equipment.
7. I agree that I will operate the said GCC equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
8. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of the assumption by me of all risks arising out of my engaging in use of the GCC equipment.
9. I further represent that this release of liability, waiver of legal rights, and assumption of risk shall continue in full force and effect for so long as I engage in use of the GCC equipment which are in any way connected to or with the GCC.
10. I further represent that I am at least 18 years of age or that as the parent or legal guardian, I waive and release any and all legal rights that may accrue to me or to my minor child as the result of any injury that my son or daughter (minor) may suffer while engaging in use of the GCC equipment.
11. I hereby expressly recognise this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in the use of the GCC equipment including any claims by the negligence of the GCC.
12. I will not under any circumstances use the equipment belonging to SYNERGISE GYM. If I do so my access to the use of the GCC equipment will be denied till the commencement of the following season.

NOTE: Please be aware that closed circuit TV cameras are operating within the gym area.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Induction provide by \_\_\_\_\_ Date \_\_\_\_\_

(created 27/10/2022 by CMB)