

# Somerset Masters Swimming Club- Social Member Waiver

This Liability Waiver and Release Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”) in favour of Somerset Masters Swimming Club (the “Released Party”). By signing this Agreement, the Participant acknowledges, understands, and agrees to the following:

1. Assumption of Risk

I, the Participant, understand that participation in Somerset masters swimming club social activities carries inherent risks, including but not limited to swimming, running, other physical and social activities. I voluntarily assume all risks associated with my participation.

2. Release of Liability

To the fullest extent permitted by law, I release and discharge the Released Party, its agents, employees, contractors, and volunteers from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or harm I may experience during my participation in the activity, whether caused by negligence or otherwise.

3. Indemnity

I agree to indemnify and hold harmless the Released Party from any claims, damages, or expenses (including legal fees) arising from my participation in the activity, including claims brought by third parties as a result of my actions.

4. Health and Safety

I confirm that I am in reasonable health and physically capable of participating in the activity. I agree to follow all safety instructions provided by the Released Party and to act responsibly during the activity.

5. Exclusions Under Australian Consumer Law

I acknowledge that this waiver does not exclude any rights or remedies I may have under the Australian Consumer Law or other applicable legislation that cannot be lawfully excluded.

6. Governing Law

This Agreement is governed by the laws of the State of Western Australia. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

7. Acknowledgment of Understanding

I confirm that I have read and understood this Agreement. I am signing it voluntarily and acknowledge that by doing so, I am waiving certain legal rights.

Participant Information:

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

By signing below, I agree to the terms outlined above.

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_