

ASSUMPTION OF RISK – NON-SCHOOL GROUPS

1. All reference to the 'CYC BURLEIGH' in this form means the CHRISTIAN YOUTH COUNCIL ABN 21 483 597 481 trading as CYC BURLEIGH of 22 Rudd Street, Burleigh Heads, 4220 in the State of Queensland.
2. All reference to 'centre' in this form means CYC BURLEIGH's centre located at 22 Rudd Street, Burleigh Heads, 4220 in the State of Queensland.
3. All reference to 'facility' in this form means a facility accessed, arranged, provided, supplied, used or utilized by CYC BURLEIGH in the provision of an activity, program and/ or service to the GUEST regardless of the location of the facility and regardless of whether or not such facility is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
4. All reference to 'site' in this form means a site accessed, arranged, provided, supplied, used or utilized by CYC BURLEIGH in the provision of an activity, program and/ or service to the GUEST regardless of the location of the site and regardless of whether or not such site is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
5. All reference to 'equipment' in this form means equipment (in any form) arranged, provided, delivered, supplied, used or utilized by CYC BURLEIGH in the provision of an activity, program and/ or service to the GUEST regardless of whether or not such equipment is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
6. All reference to 'service' within this form means a service provided, arranged, delivered or supplied by CYC BURLEIGH to or for the GUEST regardless of the location of the service and regardless of whether or not the service is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
7. All reference to 'program' within this form means a program provided, arranged, delivered or supplied by CYC BURLEIGH to or for the GUEST regardless of the location of the program and regardless of whether or not the program is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
8. All reference to 'activity' within this form is taken to mean an activity provided, arranged, delivered or supplied by CYC BURLEIGH to or for the GUEST regardless of the location of the activity and regardless of whether or not the activity is owned, controlled, run or maintained by CYC BURLEIGH or any other party.
9. All reference to 'GUEST' in this form means the person named in the 'NAME OF GUEST' section of this form.
10. Where the GUEST has not attained the age of 18 years this form is required to be completed by a parent or legal guardian of the GUEST.
11. The GUEST may disclose to CYC BURLEIGH any pre-existing medical or other condition that may affect the risk of the GUEST or any other person suffering injury, loss or damage.
12. The GUEST acknowledges that CYC BURLEIGH relies on the information provided by the GUEST in the provision of its services, and the GUEST states that all information is accurate and complete.
13. The GUEST understands, acknowledges and accepts that by travelling to and/ or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/or activity, and/or using or utilizing a facility and/ or equipment that the GUEST may be exposed to danger and risk which could cause death, personal injury, psychological trauma, loss or damage (including property damage and/ or financial loss) ('harm').
14. The GUEST understands, acknowledges and accepts that when travelling to and/ or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/ or activity, and/or using or utilizing a facility and/ or equipment that the GUEST does so in view of the potential or prospective risk and danger of harm and therefore does so at the GUEST'S own risk.
15. Without limiting the operation or effect of clause 13 or clause 14 in this Assumption of Risk form and furthermore without limiting the nature, type or description of any service, program and/ or activity which may be dangerous and/ or involve risk capable of causing harm to be suffered by the GUEST, the GUEST understands, acknowledges and accepts that they may participate or engage in the following activities offered by the CYC BURLEIGH which may be dangerous or involve risk capable of causing harm to be suffered by the GUEST:

<ul style="list-style-type: none"> • Surfing; • Tubing; • Stand Up Paddle Boarding; • Canoeing; • Karaoke Night; • Beach Cycling; • Rock Climbing/Abseiling; • Snorkeling; • Body Boarding; • Initiative Games; • Beach Games; • Movie Night; • Surf Rafting; • Hiking; • Rock Walk; • Mini surf Carnival; 	<ul style="list-style-type: none"> • Raft Building; • Dance Night; • Inflatable Equipment; • Archery; • Dragon Boating; • Amazing Race; • Fishing; • Free Swim; • Caving; • High Ropes; • Low Ropes; • Mountain Biking; • Indoor Games; • Trivia Night; and • Night Beach Walk
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16. The GUEST agrees with the CYC BURLEIGH that the GUEST will obey and will comply with all the rules and directions made or given by CYC BURLEIGH in connection with a service, program and/ or activity. If the GUEST fails to comply with CYC BURLEIGH's rules or directions in this respect, the GUEST will not be permitted to continue with the service, activity or program, and no refund will be given.
17. The GUEST agrees to indemnify CYC BURLEIGH against all claims, actions, suits or demands made by any other person against CYC BURLEIGH in respect of death, injury, illness, loss or damage (including property damage and/ or financial loss) arising out of or in connection with the GUEST'S failure to comply with CYC BURLEIGH'S rule or directions.
18. The GUEST agrees and acknowledges, to the extent permitted by law, that CYC BURLEIGH shall not be liable for any death, injury, illness, loss or damage (including property damage and/ or financial loss) suffered by the GUEST or by any person arising from or in connection with the GUEST travelling to and/ or from and/ or accessing or attending at the centre or a site, and/ or receiving or participating in a service, program and/or activity, and/or using or utilizing a facility and/ or equipment including but not limited to where such death, injury, loss or damage (including property damage and/ or financial loss) was caused directly or indirectly by the negligence of CYC BURLEIGH or otherwise, or by CYC BURLEIGH's servants, agents, volunteers or employees. The GUEST hereby releases CYC BURLEIGH from all such claims and indemnifies CYC BURLEIGH against all claims, actions, suits or demands made by or on behalf of any other persons.

19. To the extent permitted by the law the GUEST acknowledges and agrees that all warrants, covenants and stipulations are hereby excluded.
20. All accidents, injuries, loss or damages must be reported by the GUEST to CYC BURLEIGH immediately.
21. If the GUEST suffers any injury or illness, the GUEST agrees that CYC BURLEIGH's may in its sole and absolute discretion provide evacuation, First Aid and medical treatment at the GUEST'S expense and the GUEST'S acceptance of these terms and conditions constitutes the GUEST'S consent to such evacuation, first aid and/or medical treatment.
22. The GUEST agrees to compensate CYC BURLEIGH for any loss or damage (including property damage and/ or financial loss) that may be caused to equipment while being used by the GUEST.

ALL SECTIONS BELOW MUST BE COMPLETED – PLEASE PRINT CLEARLY

Name of GUEST: _____ Date of Birth of GUEST: _____
Address of GUEST: _____ Suburb: _____
State: _____ Post Code: _____ Home Phone of GUEST: _____
Mobile Contact of GUEST: _____ Email contact of GUEST: _____
Group name: _____

I have read, understood and agree to the terms of this Assumption of Risk Form

GUEST Signature: _____ Date: _____
Name of Parent/ Legal Guardian of GUEST* _____
Signature of Parent/ Legal Guardian of GUEST* _____ Date: _____

* Required to be completed ONLY if GUEST is under 18 years of age