

## WANNON REGION WATER CORPORATION WAIVER

I am aware that entering and climbing a water tower is a dangerous undertaking with inherent risks including injury and death and in undertaking this activity I do so at my own risk.

I further acknowledge and agree that due to the nature of the activity, it would be unreasonable for Wannon Region Water Corporation ('Wannon Water') to be in any way responsible for any injury or my death and I hereby, to the full extent permitted by law, waive all of my legal rights of action against Wannon Water and fully release Wannon Water for loss, damages, injury or death howsoever arising out of or in relation to my participation in the activities conducted or organised by Wannon Water including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the company, its office bearers, directors, employees or agents.

I further acknowledge and agree that I undertake these activities freely, voluntarily and absolutely at my own risk and with a full appreciation of the nature and extent of all risks involved in the activity. This waiver shall bind me and my executors.

I have read and understand this waiver of my legal rights.

### WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the **recreational** services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE** : The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross" **negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / 2017

### ***Guardian representative if participant is under 18***

Child name: \_\_\_\_\_ Guardian name: \_\_\_\_\_

Guardian signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / 2017