

# PARTICIPATION AGREEMENT

The following conditions ('Conditions') will apply to and bind all Scouts SA participants / entrants.



## EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK. THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS! PLEASE READ CAREFULLY

1. The Scout Association of Australia SA Branch Inc, as the supplier of recreational services, supplies all of its recreation services and facilities to you (the **participant**), the condition, layout, construction, design, maintenance and use of the activities, the presence of people or objects thereon, the surrounding areas and any other associated activities or similar leisure time pursuits (each referred to as a '**Recreational Activity**' and jointly '**Recreational Activities**') subject to the following conditions:

1.1 By paying for, by entering or by using any of the facilities and/or engaging in the activities, the Participant agrees to be bound by these conditions.

1.2 **RISK WARNING: The Recreational Activities, involve a significant risk to participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such activities do so at their own risk.**

1.3 The participant acknowledges and agrees that the Recreational Activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the participant assumes and accepts all such risks.

### 2. These Conditions include:

2.1 the Safety Signage and Rules which are displayed on signs located throughout the venue, which should be read by you before participating;

2.2 the participant must comply with all reasonable directions, warning signs and instructions given by Scouts SA staff or volunteers, use all safety equipment provided and comply with all safety instructions for the use of all equipment and devices;

2.3 the participant agrees to take care of themselves and to immediately advise Scouts SA staff if they consider they are in any danger or may be unable to complete any activity without jeopardising their safety or the safety of others;

2.4 the participant must not participate in any activity under the influence of alcohol or drugs and must refrain from behaviour which could affect their safety, the safety of others or any equipment or devices being used in any activities.

### 3. Law and Jurisdiction

These Conditions are governed by the laws of the State of South Australia, the courts of which shall have exclusive jurisdiction. If any of these Conditions of Sale should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining Conditions of Sale remain and continue to be valid, binding and enforceable.

### 4. FORM 1: Recreational services – Exclusion, restriction or modification of rights under the Australian Consumer Law (SA) Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including "recreational services" ), there is: <sup>2</sup>

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

### Excluding, restricting or modifying your rights

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (**a third party consumer**).

By accepting this agreement, you will be agreeing to exclude, restrict or modify the suppliers liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury .

### Important

You do not have to agree to exclude, restrict or modify your rights by agreeing to this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by agreeing to this form. Even if you agree to this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify their rights.

A parent or guardian of a child who acquires recreational services for the child can not legally agree to exclude, restrict or modify the child's rights.

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.

2- **Personal injury** is bodily injury and includes mental and nervous shock and death.

**Further information:** Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)