



Roonka Water Activity Centre

McBean Pound, SA 5357
www.roonka.sa.scouts.com.au



Waiver

March 2019 – RO2

PREFACE – please read this section carefully

Please note Scouts SA requires all visitors who are not current members of Scouts SA to sign our Waiver (Liability Statement).

The Waiver must cover each member of your camping group. This can be done in four ways as listed below;

- In a Family group , one parent or carer over 18 years of age can sign for all members of that family they are responsible for and who are under 18 years of age by listing those persons on page 1 and signing pages 1 & 2
- An individual person under 18 years of age must have a Waiver showing the individual’s name on page 1 and must be signed by a parent or carer on pages 1 & 2.
- Any individual person over 18 years of age must supply a personal Waiver with their name and signatures on pages 1 & 2 or have their name clearly recorded on a list of names attached to a Waiver signed on pages 1 & 2 by a responsible person over 18 years of age who has accepted responsibility for all those on the list of persons.
- In case of a school, sport, specific entity or activity or social group a single Waiver can be signed by a responsible person over 18 years of age for all minors (provided prior parental/carers consent has been obtained) and visitors, providing attached to the Waiver there is a complete list of names attending

You must present signed Waivers to the duty Warden/Caretaker upon arrival at Roonka (additional copies available from the Roonka Warden/Caretaker on arrival for signing at that time).

Persons who are not covered by a signed Waiver will not be allowed to stay at Roonka.

In consideration for being allowed to enter and participate in any activity or program at Roonka, the undersigned (Entrant) agrees as follows:

1. The Entrant understands that there are inherent risks associated with participation in activities at Scouts SA activity centres ranging from minor to serious injuries such as paralysis or death and agrees to assume those risks. Scouts SA range of Insurance Policies and accident cover continues to apply to Scout Members whilst on approved Scouting activities.
2. The Entrant agrees to take care of themselves and to immediately advise Roonka 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. The Entrant must not participate in any activity under the influence of alcohol or drugs and must refrain from behaviour which could affect the Entrant’s safety, the safety of others or any equipment or devices being used in any activities.
3. The Entrant must comply with all reasonable directions and instructions given by Roonka staff including any warnings or safety instructions for the use of all equipment and devices.
4. Except where required by mandatory operation of law, Scouts SA shall not be liable to the entrant for any personal injury, death, loss or damage to personal property or for any direct, indirect, special or consequential loss or damage suffered by them or any other person. This clause does not exclude the entitlement that Scout members have to access to the Scouts SA Insurance program whilst on approved Scout activities.
5. The Entrant (on their own behalf and on behalf of their executors, successors, representatives, assigns and next of kin) hereby releases, waives and agrees to forego any claim they may have or may later acquire against Scouts, its officers or employees for any liability arising from any occurrence at Roonka which leads to their personal injury or death or any loss or damage to personal property including without limitation any direct, indirect or consequential loss or damage that may arise from the same, except where required by mandatory operation of law. This clause does not exclude the entitlement that Scout members have to access to the Scouts SA Insurance program whilst on approved Scout activities.
6. The Entrant agrees that they are 18 years of age or over. If not, their parent or legal guardian must sign this waiver on their behalf or, if they are not the parent or legal guardian, they agree that they have signed with the express permission of the child’s parent or legal guardian.
7. The Entrant agrees to execute the **Recreational Services Fair Trading Act Waiver (page 2 overleaf)** as a condition of participating in activities at Roonka. If the Entrant or a person authorised to sign on behalf of the Entrant does not execute the Waiver then Scouts may refuse the Entrant entry to Roonka and the Entrant may not participate in activities at Roonka.
8. Neither this Waiver nor the Recreational Services Fair Trading Act Waiver are intended to reduce or invalidate the insurance cover obtained by Scouts for Scouts members engaged in Scouts activities. That insurance cover operates separately. Although as a result of the waivers Scouts itself may have no liability outside of its specific member insurance, its insurer may provide specific cover for specific events to Scouts members engaged in official Scouts activities and in such circumstances Scouts’ liability is limited to the amount of cover so provided.

Full Name:

Signature:

Date:

Signed on behalf of:(attach a names list or write here the full names of the child/children you are signing on the behalf of as parent/guardian, or with the express permission of the child’s legal parent/guardian)

Please turn over to sign Recreational Services Fair Trading Act Waiver - page 2.....

FAIR TRADING REGULATIONS 2010

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 ¹), there is—

- 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*).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important:

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

Even if you sign 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 his or her rights.

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

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Scout Association of Australia South Australian Branch Inc. for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is—

(a) Excluded;

~~(b) Restricted as set out below
[specify the nature of the restriction]~~

~~(c) Modified as set out below:
[specify the nature of the modification]~~

**Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.*

Signature:

Date:

Signature of witness:

Name of witness:

Address of witness:

Postcode:

Further information about your rights can be found at www.ocba.sa.gov.au

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