

CRONULLA SHARKS FOOTBALL CLUB TRIAL LIABILITY WAIVER FORM

You are to keep a copy of the signed Form below for your records.

I, _____ (Name or Guardian's Name if I am under 18 years of age), have read in full, and understand in full, this CRONULLA-SUTHERLAND DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED 86 002 692 186 Liability Waiver Form, and hereby confirm and acknowledge each of the following:

1. There are significant and obvious risks associated with the activities (recreational and otherwise) involved in trialling and training for Rugby League of which I am aware. I acknowledge that the inherent dangers and risks associated with such activities include the risk of injury or death to a participant, and I further warrant that I wish to undertake such activities freely and voluntarily, and accepting that I do so solely at my own risk with a full appreciation of the nature and extent of the risks involved in the activities;
2. That the obvious risks referred to in clause one (1) are risks that, in the circumstances, would be obvious to a reasonable person in my position;
3. That the Club wishes to draw my attention to the definition of obvious risk under the Civil Liability Act 2002 (NSW), which includes as follows: "obvious risk" to a person who suffers harm is a risk that, in the circumstances, would have been obvious to a reasonable person in the position of that person.
4. That I am a reasonable person of sound physical and mental health and that I am fully willing and able to participate in the recreational activities to which this waiver refers, including trialling and training for Rugby League and all related and incidental activities, and that I have no pre-existing conditions that would impair in any way my ability to participate in the activities or make it in any way unsafe or undesirable for me to do so;
5. That during all such times whilst training or participating in trials with the Club and in utilising the resources of the Club's premises, the Club's gymnasium and at any associated playing field or training ground, both my property and my person shall be my own responsibility and I will not hold the Club or any of its directors or employees or agents or contractors liable for any personal injury, death, or loss of property whether or not caused by the negligence of one or more of the Club, its directors, employees, contractors or agents;
6. I warrant that I am undertaking the Club's training and trialling activities (and all related and incidental activities) with reasonable care and skill and acknowledge without limiting any other provision of this waiver form that the Club excludes its liability for loss and damages that occur as a result of my failure to act with such reasonable care and skill;



7. That I will not sue (or cause to be sued) the Club, its directors, employees, contractors or agents for any injury that occurs as a result of my participation in the training and trialling or my use of resources of the Club’s premises, the Club’s gymnasium and at any associated playing field or training ground (or any related or incidental activity), and to the full extent permitted by law hereby waive all of my legal rights of action against and fully release the Club for any and all loss, damage, injury or death wherever and howsoever arising out of or in any way connected with my participation in the trialling and training activities (and any related or incidental activities) 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 any one of more of the Club, its officers, directors, employees, agents or contractors ;

8. That this waiver form shall be binding upon me and upon my executor/s or legal personal representative/s; and

9. That I was provided with a copy of this Liability Waiver Form prior to the day on which I signed it and was given the opportunity by the Club to seek my own independent legal advice about its contents, operation and effect.

Name: _____

Signed: _____ Dated: _____

If I am under 18 years of age, my parent or guardian will sign this form on my behalf. Guardian’s

Name: _____

Signed: _____ Dated: _____