

DISCLAIMER AND ACTIVITY WAIVER

DISCLAIMER

Persons using this pool do so at their own risk. This pool is run by the Mole Creek Progress Association of 48 Pioneer Dr, Mole Creek TAS 7304, Australia. Children under the age of 14 must be accompanied by a parent or guardian who is over the age of 18 years. Children must be supervised at all times. When supervising you must keep your eyes on your children, not your phone device or other things that distract. Ages 0-5 years Stay within arms reach; Ages 6-10 years Stay close, be prepared and maintain constant visual contact; Ages 11-14 years maintain visual contact.

Mole Creek Progress Association provides and maintains appropriate safety and other equipment. Do not use these facilities when under the influence of alcohol or drugs. No alcohol, smoking, or glass at the pool at any time. Littering, running, swearing, bombing, dunking, spitting, pushing swimmers into the pool and all other antisocial behavior is not allowed. Any visitor not complying with these conditions or in any way misconducting themselves may be removed from the facility.

It is a term and condition of admission to this facility that the Mole Creek Progress Association accepts no liability, of whatever description, for any losses, injuries or death which may occur at this facility, however caused. By entering this facility entrants accept that they do so at their own risk and accept that they waive and forgo any legal rights they may otherwise have against Mole Creek Progress Association.

ACTIVITY WAIVER FORM (Waiver)

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, by the Participant agree with Mole Creek Progress Association of 48 Pioneer Dr, Mole Creek TAS 7304, Australia (**Activity Provider**) to the following:

DETAILS OF ACTIVITY

1. The Participant will be participating in the following activity: Swimming at the Mole Creek Swimming Pool (**Activity**) provided by the Activity Provider.

CONSIDERATION

2. Being of lawful age and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the

Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.

3. The Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver.

CONCURRENT RELEASE

4. The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

FITNESS TO PARTICIPATE

5. The Participant acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

FULL AND FINAL SETTLEMENT

6. The Participant acknowledges and agrees with the Activity Provider that:

- (1) the Activity Provider has given the Participant sufficient time to carefully read this Waiver,
- (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver,
- (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity,
- (4) the Participant is freely and voluntarily executing this Waiver, and
- (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

GOVERNING LAW

7. This Waiver will be governed by and construed in accordance with the laws of the State of Tasmania.